

## PLANO CITY COUNCIL

**WILL CONVENE INTO EXECUTIVE SESSION AT 5:00 P.M. ON APRIL 14, 2009, FOLLOWED BY PRELIMINARY OPEN MEETING IN THE PLANO MUNICIPAL BUILDING, 1520 K AVENUE, IN COMPLIANCE WITH VERNON'S TEXAS CODES ANNOTATED, GOVERNMENT CODE CHAPTER 551 (OPEN MEETINGS ACT), AS FOLLOWS:**

**Mission Statement: The mission of the City of Plano is to provide outstanding services and facilities, through cooperative efforts with our citizens, that contribute to the quality of life in our community.**

### **EXECUTIVE SESSION**

- |      |  |           |         |
|------|--|-----------|---------|
| I.   | Legal Advice   | Wetherbee | 5 min.  |
|      | A. Respond to questions and receive legal advice on agenda items   |           |         |
| II.  | Potential Litigation:  | Wetherbee | 5 min.  |
|      | A. Recovery of Community Development Block Grant Funds   |           |         |
|      | B. Assault Claim   |           |         |
| III. | Personnel  | Council   | 5 min.  |
|      | A. Re-Appointments/Appointments to Boards and Commissions<br>Heritage Commission<br>North Texas Municipal Water District Board   |           |         |
| IV.  | Real Estate  | Turner    | 5 min.  |
|      | A. Southern Land   |           |         |
| V.   | Economic Development   | Turner    | 10 min. |
|      | A. Discuss a financial offer or other incentive to a business prospect to locate, stay, or expand in Plano and consider any commercial and financial information from the business prospect. |           |         |

## **PRELIMINARY OPEN MEETING**

- |      |   |             |         |
|------|---|-------------|---------|
| I.   | Consideration and action resulting from Executive Session discussion:   | Council     | 5 min.  |
| A.   | Re-Appointments/Appointments to Boards and Commissions<br>Heritage Commission<br>North Texas Municipal Water District Board |             |         |
| II.  | Personnel   | Council     | 5 min.  |
| A.   | Self Sufficiency Committee  |             |         |
| III. | Senior Issues Update Including Transportation and Sales of Products   | Fortenberry | 10 min. |
| IV.  | Council items for discussion/action on future agendas   | Council     | 5 min.  |
| V.   | Consent and Regular Agenda  | Council     | 5 min.  |

In accordance with the provisions of the Open Meetings Act, during Preliminary Open Meetings, agenda items will be discussed and votes may be taken where appropriate.

***Municipal Center is wheelchair accessible. A sloped curb entry is available at the main entrance facing Avenue L, with specially marked parking spaces nearby. Access and special parking are also available on the north side of building. The Council Chamber is accessible by elevator to the lower level. Requests for sign interpreters or special services must be received forty-eight (48) hours prior to the meeting time by calling the City Secretary at 972-941-7120.***



# CITY COUNCIL

1520 AVENUE K

DATE: April 14, 2009

CALL TO ORDER: 7:00 p.m.

INVOCATION:

PLEDGE OF ALLEGIANCE: Jr. Girl Scout Troop 1688  
St. Mark's Catholic Church

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p>THE MISSION OF THE CITY OF PLANO IS TO PROVIDE OUTSTANDING SERVICES AND FACILITIES, THROUGH COOPERATIVE EFFORTS WITH OUR CITIZENS THAT CONTRIBUTE TO THE QUALITY OF LIFE IN OUR COMMUNITY.</p> <p><b>The City Council may convene into Executive Session to discuss posted items in the regular meeting as allowed by law.</b></p> <p><b><u>PROCLAMATIONS &amp; SPECIAL RECOGNITION</u></b></p> <p>Special Recognition: World Autism Awareness</p> <p>Special Recognition: COP Swimmers – Plano Champions</p> <p>Special Recognition: USA Table Tennis National Tournament – Plano Champions</p> <p>Special Recognition: Plano Football Champions</p> <p><b><u>CERTIFICATES OF APPRECIATION</u></b></p> <p><u>Civil Service Commission</u> Bryan K. Gallerson</p> <p><u>Heritage Commission</u> Jim Hiegel</p> <p><b><u>COMMENTS OF PUBLIC INTEREST</u></b></p> <p><b><u>This portion of the meeting is to allow up to five (5) minutes per speaker with thirty (30) total minutes on items of interest or concern and not on items that are on the current agenda. The Council may not discuss these items, but may respond with factual or policy information. The Council may choose to place the item on a future agenda.</u></b></p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p><b><u>CONSENT AGENDA</u></b></p> <p><b><u>The Consent Agenda will be acted upon in one motion and contains items which are routine and typically noncontroversial. Items may be removed from this agenda for individual discussion by a Council Member, the City Manager or any citizen. Citizens are limited to two (2) items and discussion time of three (3) minutes each.</u></b></p> <p><b><u>Approval of Minutes</u></b></p> <p>(a) March 23, 2009</p> <p><b><u>Approval of Expenditures</u></b></p> <p><b>Award/Rejection of Bid/Proposal: (Purchase of products/services through formal procurement process by this agency)</b></p> <p>(b) <b>Bid No. 2009-61-C</b> for replacement of Water Mains and Services and addition of Fire Hydrants to Morrison Supply Company, Ferguson Waterworks, Texas Water Products, ACT Pipe and Supply, and Mainline Water Supply in the amount of \$127,333. This is for an annual contract with three city optional renewals.</p> <p>(c) <b>Bid No. 2009-79-B</b> for 2008-2009 Residential Concrete Pavement Rehabilitation Project – Zone I4 to Hencie International, Inc. in the amount of \$1,649,872. This project involves the replacement of residential street and alley pavement, curb and gutter, sidewalk repair and barrier free ramp construction, in Zone I4 which is bounded by Park Boulevard, Coit Road, Parker Road and Independence Parkway.</p> <p><b>Purchase from an Existing Contract</b></p> <p>(d) To approve the purchase of Site and Building Improvements to the Day Labor Center in the amount of \$214,558 from Kellogg Brown and Root Services, Inc. through an existing contract/agreement with The Cooperative Purchasing Network (TCPN), and authorizing the City Manager to execute all necessary documents. (TCPN Contract No. R4895)</p> <p>(e) To approve the purchase of Improvements to Restrooms at the W. O. Haggard Jr. Library in the amount of \$141,049 from Kellogg Brown and Root Services, Inc. through an existing contract/agreement with The Cooperative Purchasing Network (TCPN), and authorizing the City Manager to execute all necessary documents. (TCPN Contract No. R4895)</p> <p>(f) To authorize the purchase and installation of System Asset Management System Software, in the amount of \$119,606 from Cima Solutions Group, LTD, through a Department of Information Resources (DIR) contract, and authorizing the City Manager to execute all necessary documents. (DIR-SDD-841)</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p><b><u>Adoption of Resolutions</u></b></p> <p>(g) To ratify an expenditure for emergency repairs to the pump shafts and leaking check valves at the Ridgeview Pump Station Expansion; authorizing the execution of any and all documents in connection therewith by the City Manager; and providing an effective date.</p> <p>(h) To deny CoServ Gas Ltd.'s requested rate changes; authorizing intervention in any necessary proceedings affecting City's interests before administrative or judicial bodies; requiring reimbursement of reasonable legal and consultant expenses; finding that the meeting at which this resolution is adopted is open to the public as required by law; requiring delivery of this resolution to the company and legal counsel, and providing an effective date.</p> <p>(i) To support joint application(s) for funds not to exceed \$2.3 million through the Texas Neighborhood Stabilization Program by the Plano Housing Corporation, Habitat for Humanity of South Collin County, and the City of Plano and declaring an effective date.</p> <p>(j) To authorize the City of Plano to participate in and receive funding through the Texas Highway Traffic Safety Program for a "Click It or Ticket" project, to be conducted during Memorial Day holiday period; authorizing its execution by the City Manager; and providing an effective date.</p> <p>(k) To approve the terms and conditions of a contract by and between Digital Safety Technologies, Inc., and the City of Plano, Texas for completion of the Police Department digital video recording distributed network system and maintenance for one year; authorizing its execution by the City Manager; and providing an effective date.</p> <p>(l) To approve the sale or disposal of an asset whose value exceeds \$50,000 by the dedication and conveyance of property to North Texas Municipal Water District, as adopted in the Agreement by and between the City of Allen, Texas, the City of Frisco, Texas and the City of Plano, Texas, pertaining to the creation of a Performance Arts Center in Collin County, Texas; providing a severability clause; and providing an effective date.</p> <p>(m) To approve the terms and conditions of an Interlocal Cooperation Agreement by and between the City of Plano and Collin County, Texas, providing for the design and construction of the US 75 Ramp Improvement Project; authorizing its execution by the City Manager; and providing an effective date.</p> <p><b><u>Adoption of Ordinances</u></b></p> <p>(n) To amend Ordinance No. 2009-2-13, codified as Chapter 4, Animal Regulations, Code of Ordinances of the City of Plano by amending the definition of Dangerous Animal in Section 4-100; by adding Section 4-809, Private Animal Sales; by amending Section 4-901, Impoundment Pending Hearing; by amending Section 4-902, Hearing; by amending Section 4-906, Appeal; and a repealer clause; a severability clause; a penalty clause; a savings clause; providing an effective date; and providing for publication.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(o)	To repeal Ordinance No. 96-9-7 codified at Article VI. Parades of Chapter 19 of the Plano Code of Ordinances; and providing an effective date.	
(p)	To amend Section 3-6 of Chapter 3. Alcoholic Beverages of the Code of Ordinances of the City of Plano regarding consumption or possession of an open container of alcoholic beverage in certain public places, providing a repealer clause; a savings clause; a severability clause; a penalty clause; and providing an effective date.	
(q)	To amend Section 11-146 of Article IV. Peddlers and Solicitors of Chapter 11. Licenses and Business Regulations of the Code of Ordinances of the City of Plano to require commercial solicitors to carry valid photo identification; providing a repealer clause, a savings clause; a severability clause; a penalty clause; and providing an effective date.	
(r)	To add Section 12-104.6 to Chapter 12, Motor Vehicles and Traffic, of the City of Plano Code of Ordinances to prohibit parking in public lots in the downtown area at any time adjacent to a curb that is painted yellow and designated "No Parking"; providing a fine for criminal penalties not to exceed \$200 for each offense; and providing a repealer clause, a severability clause, a savings clause, and an effective date.	
(s)	To adopt and enact Supplement Number 85 to the Code of Ordinances for the City of Plano; providing for amendment to certain sections of the Code; and providing an effective date.	
	<p><b><u>ITEMS FOR INDIVIDUAL CONSIDERATION:</u></b></p> <p><b><u>Public Hearing Items: Applicants are limited to fifteen (15) minutes presentation time with a five (5) minute rebuttal, if needed. Remaining speakers are limited to thirty (30) total minutes of testimony time, with three (3) minutes assigned per speaker. The presiding officer may extend these times as deemed necessary.</u></b></p> <p><b><u>Non-Public Hearing Items: The Presiding Officer may permit limited public comment for items on the agenda not posted for a Public Hearing. The Presiding Officer will establish time limits based upon the number of speaker requests, length of the agenda, and to ensure meeting efficiency, and may include a cumulative time limit. Speakers will be called in the order cards are received until the cumulative time is exhausted.</u></b></p>	
(1)	<p><b>An Ordinance</b> to provide certain heritage resources located in the City of Plano, Texas, partial exemption from the current year ad valorem taxation in the amount of \$31,936; providing a severability clause and an effective date.</p> <p><b><u>Municipal Center is wheelchair accessible. A sloped curb entry is available at the main entrance facing Municipal Avenue, with specially marked parking spaces nearby. Access and special parking are also available on the north side of the building. Training Room A/Building Inspections Training Room are located on the first floor. Requests for sign interpreters or special services must be received forty-eight (48) hours prior to the meeting time by calling the City Secretary at 972-941-7120.</u></b></p>	



**Pat Evans**  
Mayor

**Jean Callison**  
Mayor Pro Tem

**Harry LaRosiliere**  
Deputy Mayor Pro Tem

**Pat Miner**  
Place 1

**Scott Johnson**  
Place 2

**Mabrie Jackson**  
Place 3

**Sally Magnuson**  
Place 4

**Lee Dunlap**  
Place 8

**Thomas H. Muehlenbeck**  
City Manager

April 9, 2009

Mayor Pat Evans  
City Council Members  
City of Plano  
Plano, TX 75074

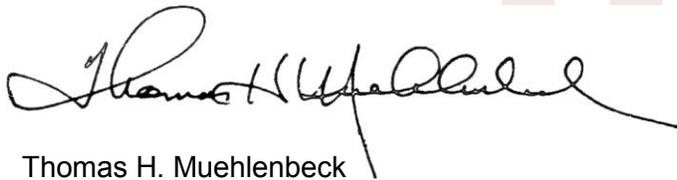
Honorable Mayor and City Council:

We will begin our meeting on Tuesday in Executive Session where we will receive legal advice from the City Attorney. Under Item II we will receive an update on two items of litigation. We will consider two appointments to Boards and Commissions and hear one item regarding Real Estate. Under Item V, potential economic development prospects may be discussed.

The Preliminary Open Meeting will begin with action concerning Boards and Commissions appointments. We will then hear a presentation from Amy Fortenberry regarding senior issues, including transportation and sales of products.

I look forward to seeing you on Tuesday.

Sincerely yours,



Thomas H. Muehlenbeck

®

# **MEMO**

**DATE:** April 9, 2009

**TO:** Honorable Mayor and City Council  
City Manager Muehlenbeck  
City Secretary Zucco

**FROM:** Alice Snyder, Assistant City Secretary

**RE:** Personnel Appointments – Executive and Worksession Meetings

The following appointments will be considered at the April 14, 2009 Council Meeting.

<b><u>Executive Session</u></b>	<b><u>Worksession Meeting</u></b>
<b><u>Reappointments/Appointments:</u></b> <ul style="list-style-type: none"><li>• Heritage Commission</li><li>• North Texas Municipal Water District Board</li></ul>	<b><u>Appointments:</u></b> <ul style="list-style-type: none"><li>• Self Sufficiency Committee</li></ul>



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## Discussion/Action Items for Future Council Agendas

*April 25 – Fire Department Appreciation Picnic, Bob Woodruff Park, 12 – 5 p.m.*

### **April 27**

Mobility Report

DART Report

Comprehensive Monthly Financial Report

*May 7 – COP Employee of the Year Rotary Luncheon*

*May 9 – Election Day*

### **May 11**

*May 13 – Peace Officer Memorial Service, Haggard Park, 1 p.m.*

### **May 18**

Canvass

*May 25 – Memorial Day Holiday*

### **May 26**

ACC Report (Quarterly)

Mobility Report

DART Report

Comprehensive Monthly Financial Report

*June 4 – District 3 Roundtable, PSA StarCenter, 7 p.m.*

**June 8**

*June 5 – 7, TCMA Conference, Austin*

*June 10 – City Council Retreat*

*June 13 – Tentative Election Runoff Date*

**June 22**

Mobility Report

DART Report

Comprehensive Monthly Financial Report

*July 3 – City Recognized Holiday for Independence Day*

**July 27**

Mobility Report

DART Report

Comprehensive Monthly Financial Report

**July 29**

2009-10 Budget Presentation

**August 10**

*August 22 – Boards and Commissions Reception, BITR, 2 p.m.*

**August 24**

ACC Report (Quarterly)

Mobility Report

DART Report

Comprehensive Monthly Financial Report

*August 27 – Boards and Commissions Reception, PSA StarCenter, 6 p.m.*

*September 7 – Labor Day Holiday*

*September 13 – 17, ICMA Conference, Montreal*

*September 10 – District 4 Roundtable, PSA StarCenter, 7 p.m.*

**September 14**

**September 28**

Mobility Report

DART Report

Comprehensive Monthly Financial Report

**October 12**

*October 21-23, TML Conference, Ft. Worth*

**October 26**

Mobility Report

DART Report

Comprehensive Monthly Financial Report

**November 9**

*November 10 – 14, NLC, San Antonio*

**November 23**

ACC Report (Quarterly)

Mobility Report

DART Report

Comprehensive Monthly Financial Report

*December 10 – District 2 Roundtable, TMC, 7 p.m.*



## CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Council Meeting Date:	<b>4/14/09</b>	Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	City Manager's Department		Initials	Date
Department Head	Tom Muehlenbeck	Assistant City Manager		
Dept Signature:		Deputy City Manager		
		City Manager	<i>[Signature]</i>	4/6/09
Agenda Coordinator (include phone #): <b>Sharon Wright ext. 7107</b>				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input checked="" type="checkbox"/> OTHER				
<b>CAPTION</b>				
Special Recognition: World Autism Awareness				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS:				
<b>SUMMARY OF ITEM</b>				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		



## CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> Not Applicable
Council Meeting Date: <b>4/14/09</b>		Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	City Manager's Department			Initials
Department Head	Tom Muehlenbeck			Date
Dept Signature:				
	Assistant City Manager			
	Deputy City Manager			
	City Manager			<i>[Signature]</i> 4/6/09
Agenda Coordinator (include phone #): <b>Sharon Wright ext. 7107</b>				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input checked="" type="checkbox"/> OTHER				
<b>CAPTION</b>				
Special Recognition: COP Swimmers - Plano Champions				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS:				
<b>SUMMARY OF ITEM</b>				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		



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<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Council Meeting Date:	<b>4/14/09</b>	Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	City Manager's Department		Initials	Date
Department Head	Tom Muehlenbeck	Assistant City Manager		
Dept Signature:		Deputy City Manager		
		City Manager	<i>[Signature]</i>	4/16/09
Agenda Coordinator (include phone #): <b>Sharon Wright ext. 7107</b>				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input checked="" type="checkbox"/> OTHER				
<b>CAPTION</b>				
Special Recognition: USA Table Tennis National Tournament - Plano Champions				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(s):				
COMMENTS:				
<b>SUMMARY OF ITEM</b>				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		



## CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>			Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
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Department Head	Tom Muehlenbeck		Assistant City Manager		
Dept Signature:			Deputy City Manager		
			City Manager	<i>[Signature]</i>	4/14/09
Agenda Coordinator (include phone #): <b>Sharon Wright ext. 7107</b>					
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT					
<input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input checked="" type="checkbox"/> OTHER					
<b>CAPTION</b>					
Special Recognition: Plano Football Champions					
<b>FINANCIAL SUMMARY</b>					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>	
Budget	0	0	0	0	
Encumbered/Expended Amount	0	0	0	0	
This Item	0	0	0	0	
BALANCE	0	0	0	0	
FUND(S):					
COMMENTS:					
<b>SUMMARY OF ITEM</b>					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		

**PLANO CITY COUNCIL  
PRELIMINARY OPEN MEETING  
March 23, 2009**

**COUNCIL MEMBERS**

Pat Evans, Mayor  
Jean Callison, Mayor Pro Tem  
Harry LaRosiliere, Deputy Mayor Pro Tem  
Pat Miner  
Scott Johnson  
Mabrie Jackson  
Sally Magnuson  
Lee Dunlap

**STAFF**

Thomas H. Muehlenbeck, City Manager  
Frank Turner, Deputy City Manager  
Bruce Glasscock, Deputy City Manager  
Rod Hogan, Deputy City Manager  
Mark Israelson, Assistant City Manager  
LaShon Ross, Assistant City Manager  
Diane C. Wetherbee, City Attorney  
Diane Zucco, City Secretary

Mayor Evans called the meeting to order at 5:10 p.m., Monday, March 23, 2009, in Training Room A of the Municipal Center, 1520 K Avenue. All Council Members were present. Mayor Evans then stated that the Council would retire into Executive Session in compliance with Chapter 551, Government Code, Vernon's Texas Codes, Annotated, in order to consult with an attorney and receive Legal Advice, Section 551.071, and to discuss Economic Development, Section 551.087 for which a certified agenda will be kept in the office of the City Secretary for a period of two years as required.

Mayor Evans reconvened the meeting back into the Preliminary Open Meeting at 5:54 p.m. in the Council Chambers where the following matters were discussed. All Council Members were present. Council Member Miner arrived at 5:59 p.m.

**Consideration and Action Resulting from Executive Session Discussion:**

No items were brought forward.

**Comprehensive Monthly Financial Report**

Director of Finance Tacke advised the Council that actual revenues in the General Fund are up as compared to last year due to an increase in ad valorem taxes but are offset by a decrease in sales tax.

She spoke to an increase in actual Water/Sewer revenue due to increased consumption but stated that the percentage of revenue is down 2% and referred to declines in civic center and hotel/motel revenues. Ms. Tacke spoke to unemployment at 6.5% which is below the national and state averages. She spoke to sales tax being down as compared to the prior two years and advised that the increase in Dallas sales tax noted last month was a result of a state comptroller audit adjustment. Ms. Tacke advised that housing prices remained consistent with a decline in the number of days on the market and spoke to Staff efforts to diversify the City's portfolio.

### **Presentation of Police Department's Racial Profiling Report**

Police Chief Rushin spoke to the requirement to present data gathered from traffic stops resulting in a citation or arrest noting the race or ethnicity of the individual detained and whether a search was conducted. He advised that the report contains rough data and does not constitute evidence of racial profiling. Chief Rushin spoke to unique factors in Plano including events in the City and shopping opportunities, the difficulty in determining what constitutes the driving public with 54% of reported contacts/57% of arrests affecting non-Plano citizens. He spoke to a baseline for the percentage of crash data population and regarding the equitable nature of discretionary arrests and consent searches. Chief Rushin described those circumstances where an officer has limited or no discretion including a warrant arrest/no driver's license or searches based on probable cause. He advised there were 74,114 traffic contacts in 2008 with four alleging bias and stated that stops were found to be based on transportation code violations with no racial profiling. Chief Rushin spoke to officer involvement in the community and future strategies to include gathering and analyzing data, utilizing car videos, supervisor review of random stops, maintaining zero tolerance for racial profiling, minority recruiting and partnering with the community.

### **Presentation of Police Department's Annual Report**

Police Chief Rushin spoke to the police as the largest City department with 599 full/part time employees (347 sworn officers, 164 civilians and 88 part time crossing guards) and its mission to provide outstanding police services in partnership with the community and to maintain a safe environment that contributes to the quality of life. He spoke to emphasizing voluntary compliance, education of citizens, partnership with the community, visual presence, detection and apprehension of offenders. Chief Rushin referred to performance measures including the crime rate (one of the lowest in Texas), traffic safety with aggressive enforcement and education, timely service with overall response times within target ranges and quality of service as measured by citizen expectations. He responded to City Manager Muehlenbeck, stating that he would review surveys to determine why the percentage of citizens who feel unsafe has risen (to 5%). Chief Rushin spoke to accomplishments including Plano being named as the 51<sup>st</sup> Safest City in America – 6<sup>th</sup> in Texas by the CQ Press City Crime Rankings, efforts of Law Enforcement Explorer's Post 911, the award winning National Night Out Program, and the rise in volunteer programs. He spoke to continuing a focus on performance measures, doing more with less, technology, employee development, and community partnerships.

Chief Rushin responded to Deputy Mayor Pro Tem LaRosiliere stating that Allen and Frisco ranked higher for safety but that Plano's population is significantly higher. He advised that data on the types of crime is reviewed with theft as the most common.

### **Briefing on SB 855 - Local Option Transportation Act**

Deputy City Manager Turner spoke to the North Texas Region as the fourth largest in the United States with continued growth during the current recession. He spoke to efforts to draft legislation in response to the Rail North Texas Initiative and addressing all mobility concerns in the metropolitan area including: maintenance, operation, reconstruction and enhancement of existing assets. Mr. Turner spoke to developing a process to include county-wide local option elections, the resistance on the part of legislators to include sales tax funds and advised that six funding sources were identified with each county selecting its own program which include: New resident Impact Fee imposed on vehicles previously registered out of state (\$1-\$250), Mobility Improvement Fee imposed at the time of vehicle registration (\$1 to \$60), Drive Fee imposed on license issuance and renewal (\$1 up to the cost of the license), Local Option Motor Fuels Tax (one tenth a penny to a ten cent maximum) which may generate \$43 million in Collin County at ten cents per gallon, an Emissions Fee imposed on vehicles at inspection (\$1 to \$15), Parking Fee at flat rate of \$2 per day imposed on publicly owned parking lots, and low income relief.

Mr. Turner spoke to the question of regional equity and Plano's status as a DART member city that has contributed to development of the transit system backbone and current recommendations providing that funds generated in a portion of the county must be segregated and may be spent outside that area only with the consent of the authority and each city in the authority's jurisdiction. He spoke to the approval of projects requiring a vote of two-thirds of the county committee and spoke to funds staying within the county unless the project is of regional benefit.

Mr. Turner advised the Council that in the area of Collin, Dallas, Tarrant, and Denton counties the bill calls for an eleven member committee comprised of two county commissioners, a small- and a mid-size city representative, two elected officials from the most populous city and one each from the second, third, fourth and fifth most populous with one member from the transit agency. He advised that ballot language for a November 2010 election will be brought to county commissioners' courts who will conduct two public hearings and may reject or approve the proposal but may not make modifications. Mr. Turner stated that if they were to decide not to call for election, it may be called by cities representing 60% of the population and it still would be county wide or it could be triggered by 10% of the citizens voting in last gubernatorial election. Mr. Turner advised that the bill provides measures to ensure public transparency and accountability including: broad jurisdictional participation, three public hearings by committee, two public hearings by the commissioner's court, internet posting of funds and projects, annual report to TxDOT and annual audits.

Mr. Turner responded to Council Member Dunlap, stating that wording in the bill refers to new projects on the regional plan but that maintenance projects would not have to meet these criteria. He responded to Council Member Johnson that monies raised in Plano could be used for rail or road maintenance, but there might be projects outside of City limits that would benefit the community. Mr. Turner advised that the county and voters would determine projects and stated concern that following adoption there can be little shifting of priorities.

Mr. Turner advised that there is little interest in eliminating the 4a and 4b tax programs and that monies collected under the new legislation will be strictly limited to transportation including elements such as platforms, walkways and signal systems but that enforcement is not covered.

**Council items for discussion/action on future agendas**

No items were brought forward.

**Consent and Regular Agenda**

Council Member Dunlap requested Consent Agenda Item "H," Approval of Change Order: To Jim Bowman Construction Co., L.P., increasing the contract by \$98,314 for Railroad Quiet Zone Improvements be removed for individual consideration due to a possible conflict of interest.

Nothing further was discussed. Mayor Evans adjourned the Preliminary Meeting at 6:52 p.m.

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**Pat Evans, MAYOR**

ATTEST

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Diane Zucco, City Secretary

**PLANO CITY COUNCIL**  
**March 23, 2009**

**COUNCIL MEMBERS**

Pat Evans, Mayor  
Jean Callison, Mayor Pro Tem  
Harry LaRosiliere, Deputy Mayor Pro Tem  
Pat Miner  
Scott Johnson  
Mabrie Jackson  
Sally Magnuson  
Lee Dunlap

**STAFF**

Thomas H. Muehlenbeck, City Manager  
Frank Turner, Deputy City Manager  
Bruce Glasscock, Deputy City Manager  
Rod Hogan, Deputy City Manager  
Mark Israelson, Assistant City Manager  
LaShon Ross, Assistant City Manager  
Diane C. Wetherbee, City Attorney  
Diane Zucco, City Secretary

Mayor Evans convened the Council into the Regular Session on Monday, March 23, 2009, at 7:12 p.m. in the Council Chamber of the Plano Municipal Center, 1520 K Avenue. All Council Members were present.

The invocation was led by Executive Pastor Wayne Sharp of Meadows Baptist Church and the Pledge of Allegiance was led by Cub Scout Pack 1133 - Church of Jesus Christ of Latter Day Saints.

**COMMENTS OF PUBLIC INTEREST**

Citizen Jack Lagos spoke to the Arts of Collin County Commission records from Briar Ridge providing for an easement across their land and referencing a gift agreement. He spoke to the City not having ownership of the land and \$57 million of City, \$3 million of Collin County, \$40 million requested by the City of Allen through the stimulus plan and \$1 million spent from the beginning of the organization until the current time, all of which is tax money. Mr. Lagos referred to the land being incorrectly reflected on the balance sheet as a \$22 million asset and spoke to public money spent on private land through clean up efforts of Parks and Recreation Staff.

**CONSENT AGENDA**

Citizen Jack Lagos requested that Consent Agenda Item "A," *Approval of Minutes*, be removed for individual consideration.

Council Member Dunlap requested that Consent Agenda Item "H," be removed for individual consideration due to a possible conflict of interest.

Upon a motion made by Deputy Mayor Pro Tem LaRosiliere and seconded by Council Member Miner, the Council voted 8-0 to approve and adopt all remaining items on the agenda as recommended and as follows:

**Approval of Expenditures**

**Award/Rejection of Bid/Proposal: (Purchase of products/services through formal procurement process by this agency)**

CSP No. 2008-225-C for Professional Food Service Personnel to DiverseStaff in the estimated annual amount of \$251,661. This will establish an annual fixed price contract with two optional one-year renewals. [Consent Agenda Item (B)] (See Exhibit "A")

**Purchase from an Existing Contract**

To approve the purchase of four Toro Z-590 (D Series/27HP Diesel) 72" Commercial Zero Turn Mowers in the amount of \$61,845 from Professional Turf Products through an existing contract/agreement with Texas Association School Buyboard Purchase Program, and authorizing the City Manager to execute all necessary documents. (#292-08) [Consent Agenda Item (C)]

To approve the purchase of one Peterbilt Concrete Mixer Truck (MD) in the amount of \$130,389 from Rush Truck Center of Texas through an existing contract/agreement with H-GAC Cooperative Purchasing Program and authorizing the City Manager to execute all necessary documents. (HT11-07) [Consent Agenda Item (D)]

To approve the purchase and installation of Playground Equipment for Indian Creek Park, Copper Creek Park, and Shoshoni Park and an indoor water slide for Oak Point Recreation Center in the amount of \$298,413 from Miracle Recreation Equipment Company through PISD Contract (2008-51-I/PISD 2007-071); and authorizing the City Manager to execute all necessary documents. [Consent Agenda Item (E)]

**Approval of Contract: (Purchase of products/services exempt from State of Texas Competitive Bid Laws)**

To approve an Engineering Services Agreement contract by and between the City of Plano and Vision Electric, Inc., dba Engineering Associates in the amount of \$55,000 for design of improvements to tennis court lighting at various school and park sites across Plano and authorizing the City Manager to execute all necessary documents. [Consent Agenda Item (F)]

**Approval of Change Order**

To Core Construction Services of Texas, Inc. increasing the contract by \$84,907 for Oak Point Park and Nature Preserve, Project No. 5695, Change Order No. 2, (Bid No. 2008-184-B). The first part of the change order is for the addition of sidewalk and accessible ramps on the east side of Jupiter Road from Los Rios Boulevard to Spring Creek Parkway at Oak Point Park and Nature Preserve. The second part of the change order is for additional recreational trail from the special events area to an existing trail in the Amphitheater parking lot. [Consent Agenda Item (G)]

To Tiseo Paving Company, increasing the contract by \$355,064 for the Parkwood Boulevard Widening, Park Boulevard to Spring Creek Parkway, Change Order No. 2, (Original Bid No. 2007-208-B). [Consent Agenda Item (I)]

**Modification**

To approve a modification of a Council agenda item approved on August 13, 2007 to replace the references “Texas Building and Procurement Commission” and State Contract #985-A6 to “Buy Board” and Buy Board Contract #231-05. This signed contract is for a thirty six (36) month lease of a full color digital press copier. [Consent Agenda Item (J)]

**Other Expenditure**

To increase expenditure amount by \$227,100 from \$83,850 to \$310,950 due to miscalculation of Roadway Solutions bid to connect MESH devices to the Wireless Network. (RFP No. 2008-107-B, Approved 7-28-08) [Consent Agenda Item (K)]

**Adoption of Resolutions**

**Resolution No. 2009-3-9(R):** To support a comprehensive coordinated, interagency approach to Freeway Incident Management, and providing an effective date. [Consent Agenda Item (L)]

**Resolution No. 2009-3-10(R):** To find Jamey Cantrell and Donald Stevenson are entitled to defense representation pursuant to City Code of Ordinances in connection with the matter of Animal Guardians of America and David Wacaser v. City of Plano, et al.; and providing an effective date. [Consent Agenda Item (M)]

**Adoption of Ordinances**

**Ordinance No. 2009-3-11:** To repeal Ordinance No. 2008-11-25; establishing the number of certain classifications within the Police and Fire Departments for Fiscal Year 2008-09; establishing the authorized number and effective dates of such positions for each classification effective October 1, 2008, November 24, 2008 and March 23, 2009 respectively; establishing a salary plan for the Police and Fire Departments effective October 27, 2008; and providing a repealer clause, a severability clause and an effective date. [Consent Agenda Item (N)]

**Ordinance No. 2009-3-12:** To abandon all right, title and interest of the City, in and to a portion of that certain 15’ Water Main Easement recorded in Volume 684, page 657 of the Deed Records of Collin County, Texas, being situated in the Samuel Klepper Survey, Abstract No. 216, which is located within the City limits of Plano, Collin County, Texas; quitclaiming all right, title and interest of the City in such easement to the abutting property owner, Tenth Street Plano, L.P., to the extent of its interest; authorizing the City Manager to execute any documents deemed necessary; and providing an effective date. [Consent Agenda Item (O)]

## **END OF CONSENT**

### **Approval of Minutes** [Consent Agenda Item (B)]

March 5, 2009

March 6-7, 2009

March 9, 2009

Citizen Jack Lagos spoke regarding the minutes from March 9, 2009, in which Bobby Baggett was appointed as the City of Plano representative subject to his resignation from a joint membership position. He spoke to the bylaws requiring a resignation to be submitted in writing, an open records request for a copy and to the Council enforcing the resolution providing the bylaws.

Upon a motion made by Council Member Magnuson and seconded by Council Member Johnson, the Council voted 8-0 to approve the minutes of March 5, 2009; March 6-7, 2009 and March 9, 2009.

Due to a possible conflict of interest, Council Member Dunlap stepped down from the bench on the following item.

**Approval of Change Order:** To Jim Bowman Construction Co., L.P., increasing the contract by \$98,314 for Railroad Quiet Zone Improvements to include a needed 12" water line in Park Vista Road, Change Order No. 1, (Original Bid No. 2008-167-B). [Consent Agenda Item (H)]

Upon a motion made by Deputy Mayor Pro Tem LaRosiliere and seconded by Council Member Miner, the Council voted 7-0 to approve a change order to Jim Bowman Construction Co., L.P., increasing the contract by \$98,314 for Railroad Quiet Zone Improvements.

Council Member Dunlap resumed his seat at the bench.

### **Presentation of the 2008-09 Status Report and Three-Year Financial Forecast to City Council.** [Regular Agenda Item (1)]

Director of Budget and Research Rhodes-Whitley spoke to identifying the challenges and opportunities facing the City over the next three years, advised that every annual budget adopted by the Council is required to be balanced, fund deficits are assumed to be rectified in the year projected and the forecast does not include any reductions discussed at the March 6 Core Business Matrix Retreat, but that these will be included during the formal budget process. She advised that the General Fund will end 2008-09 with a positive balance of 47 days of operation with a \$13.5 million deficit in 2009-10, \$32 million in 2010-11 and \$31 million in 2011-2012. Ms. Rhodes-Whitley spoke to the decline in sales tax revenues, notice from the appraisal district that values will run flat to a 3% decrease in 2009-10, interest earnings decreasing by \$2.6 million, building revenues running 33% below last year, a transfer of an additional 1.54 cents to debt from operations totaling \$3.8 million in 2009-10 and an increase of 22% in health insurance claims.

Ms. Rhodes-Whitley spoke to receiving preliminary estimates on property values on May 2, 2009 anticipating new growth of \$450 million in 2010, \$300 million in 2011 and \$300 million in 2012 and a change in existing values -3% in 2010, 0% in 2011 and +1% in 2012. She spoke to maintaining the current level of anticipated sales tax revenues for 2009-12, projecting a 25% decline in building and development fees followed by a leveling off. Ms. Rhodes-Whitley advised that expenditures for the period assume no salary increases for civil service or non-civil service employees; attrition has been included at a rate of 5.0% for the General Fund and 1.0% for all other funds; health insurance is projected to increase \$3 million due to the increase in claims for 2009-10; an increase is included to fund TMRS system changes; funding for the Economic Development Incentive Program is projected at the same two-cents on the tax rate; operation and maintenance expenditures projected to increase at the inflation rate; and funding of \$1 million for library books.

Ms. Rhodes-Whitley spoke to community investment projects proposed to come online projected to be absorbed within the existing tax rate; passage of May 9, 2009 bond referendum totaling \$128 million; and advised that core business matrix reductions are not included or program enhancements related to increases for mandates, growth, increased services, information service requests, and other causes for 3 year period; and all discretionary items will be examined on their individual merit during budget development. She spoke to notification from the North Texas Municipal Water District of water and sewer rate increases, Upper East Fork Interceptor Project increase, and stated that the forecast proposes passing through all rate increases and assumes a consumption of 26.4 billion gallons of water. Ms. Rhodes-Whitley spoke to factors affecting Sustainability and Environmental Services including the decrease in global recycling and an increase in rates by the North Texas Municipal Water District.

Ms. Rhodes-Whitley spoke to pro-active measures taken to offset the projected deficit position: beginning the budget cycle early (October 2008), core budget matrix retreats, and requesting all departments include an additional 3% overall budget reduction. She reviewed the budget calendar, spoke to the public hearings required should there be any increase in property tax collection and responded to Council Member Dunlap, stating that 100% collection of ad valorem taxes is assumed. City Manager Muehlenbeck thanked Staff for their efforts and spoke to the possible effect of further reductions on City services.

**Public Hearing and adoption of Ordinance No. 2009-3-13:** To designate a certain area within the City of Plano as Reinvestment Zone No. 117 for a Tax Abatement consisting of a 9.602 acre tract of land located at the northwest corner of Summit Avenue and Jupiter Road, in the City of Plano, Texas establishing the boundaries of such zone; ordaining other matters relating thereto; and providing an effective date. [Regular Agenda Item (2)]

Director of Finance Tacke advised that the abatement is based on an estimated \$1 million in real and \$2.1 million in business personal property, includes a term of eight years from January 1, 2010 through December 31, 2017, is based on an amount equal to 50% of real (\$2,367 annually) and 50% business personal property (\$4,972 annually).

Mayor Evans opened the Public Hearing. No one spoke either for or against the request. The Public Hearing was closed.

**Ordinance No. 2009-3-13 (cont'd)**

Upon a motion made by Council Member Johnson and seconded by Council Member Miner, the Council voted 8-0 to designate a certain area within the City of Plano as Reinvestment Zone No. 117 for a Tax Abatement consisting of a 9.602 acre tract of land located at the northwest corner of Summit Avenue and Jupiter Road, in the City of Plano, Texas establishing the boundaries of such zone; ordaining other matters relating thereto; and providing an effective date; and further to adopt Ordinance No. 2009-3-13.

**Resolution No. 2009-3-14(R):** To approve the terms and conditions of an Agreement by and between the City of Plano, Texas, Telmar Network Technology, Inc., a Delaware corporation, and Jud and Catherine Ireland and Olivias Owners LLC, a Florida limited liability company; and providing for a Business Personal Property and Real Property Tax Abatement; and authorizing its execution by the City Manager; and providing an effective date. [Regular Agenda Item (3)]

Upon a motion made by Council Member Magnuson and seconded by Council Member Johnson, the Council voted 8-0 to approve the terms and conditions of an Agreement by and between the City of Plano, Texas, Telmar Network Technology, Inc., a Delaware corporation, and Jud and Catherine Ireland and Olivias Owners LLC, a Florida limited liability company; and providing for a Business Personal Property and Real Property Tax Abatement; and authorizing its execution by the City Manager; and providing an effective date; and further to adopt Resolution No. 2009-3-14(R).

**Resolution No. 2009-3-15(R):** To approve the terms and conditions of an Economic Development Incentive Agreement by and between the City of Plano, Texas, and Telmar Network Technology, Inc., a Delaware corporation; authorizing its execution by the City Manager; and providing an effective date. [Regular Agenda Item (4)]

Director of Finance Tacke advised that 380 Grant offers \$136,000 for occupancy of not less than 143,817 square feet of office space and the retention, transfer or creation of 170 full-time job equivalents by December 31, 2010.

Upon a motion made by Council Member LaRosiliere and seconded by Council Member Miner, the Council voted 8-0 to approve the terms and conditions of an Economic Development Incentive Agreement by and between the City of Plano, Texas, and Telmar Network Technology, Inc., a Delaware corporation; authorizing its execution by the City Manager; and providing an effective date; and further to adopt Resolution No. 2009-3-15(R).

**Resolution No. 2009-3-16(R):** To approve the terms and conditions of an Economic Development Incentive Agreement by and between the City of Plano, Texas, and Intertek, a New York corporation; authorizing its execution by the City Manager; and providing an effective date. [Regular Agenda Item (5)]

Director of Finance Tacke advised that the 380 Grant offers a one-time payment of \$20,000 for occupancy of not less than 94,600 square feet of space, 30 full-time equivalent positions by December 31, 2008 with 20 added by December 31, 2012, has as term of ten years and adds a minimum of \$1.7 million in business personal property resulting in approximately \$8,000 annually in taxes.

**Resolution No. 2009-3-16(R) (cont'd)**

Upon a motion made by Council Member Magnuson and seconded by Deputy Mayor Pro Tem LaRosiliere the Council voted 8-0 to approve the terms and conditions of an Economic Development Incentive Agreement by and between the City of Plano, Texas, and Intertek, a New York corporation; authorizing its execution by the City Manager; and providing an effective date; and further to adopt Resolution No. 2009-3-16(R).

**Public Hearing and an Ordinance as requested in Zoning Case 2009-01** to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, granting Specific Use Permit No. 599 so as to allow the additional use of Arcade on 2.3± acres of land located on the south side of Chase Oaks Boulevard, 300± west of U.S. Highway 75 in the City of Plano, Collin County, Texas, presently zoned Corridor Commercial; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Applicant: GBRE, LLC [Regular Agenda Item (6)]

Director of Planning Jarrell advised that a letter has been received from the applicant requesting the item be tabled until the May 26, 2009, Council meeting.

Upon a motion made by Mayor Pro Tem Callison and seconded by Council Member Johnson, the Council voted 8-0 to table a Public Hearing and an Ordinance as requested in Zoning Case 2009-01 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, granting Specific Use Permit No. 599 so as to allow the additional use of Arcade on 2.3± acres of land located on the south side of Chase Oaks Boulevard, 300± west of U.S. Highway 75 in the City of Plano, Collin County, Texas, presently zoned Corridor Commercial until May 26, 2009.

There being no further discussion, Mayor Evans adjourned the meeting at 7:52 p.m.

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**Pat Evans, MAYOR**

ATTEST:

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Diane Zucco, City Secretary

Exhibit "A" to 03-23-09 Minutes



<b>CITY SECRETARY'S USE ONLY</b>		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget (C.S.)	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:	3/23/09		Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	Purchasing			Initials	Date
Department Head	Mike Ryan		Assistant City Manager	<i>[Signature]</i>	3-13-09
Dept Signature:	<i>[Signature]</i>		Deputy City Manager	<i>[Signature]</i>	3-13-09
			City Manager	<i>[Signature]</i>	3/13/09
Agenda Coordinator (include phone #): <b>Aimee Storm Ext 7248</b>					
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT					
<input checked="" type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER					
<b>CAPTION</b>					
Award/Rejection of Bid/Proposal for CSP No. 2008-225-C for Professional Food Service Personnel to DiverseStaff, in the amount of \$251,661.00.					
<b>FINANCIAL SUMMARY</b>					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	08/09	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	0	0	0
Encumbered/Expended Amount		0	0	0	0
This Item		0	0	0	0
BALANCE		0	0	0	0
FUND(s):					
COMMENTS: Funds are included in the FY 2008-09 adopted budget to provide contracted labor/Professional Food Service Personnel at Plano Centre and is subject to annual budget appropriations. The estimated annual amount is \$251,661.					
STRATEGIC PLAN GOAL: Professional Food Service Personnel related to the City's goal of "Service Excellence".					
<b>SUMMARY OF ITEM</b>					
<b>Annual Contract With Renewals</b>					
Staff recommends proposal of DiverseStaff with an estimated annual amount of \$251,661.00 be accepted as the best proposal meeting specifications for the purchase of Professional Food Service Personnel, conditioned upon timely execution of any necessary contract documents. This will establish an annual fixed price contract, with two optional one-year renewals.					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Recommendation Memorandum, and CSP Re-Cap					

*b-1*

*a-12*



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> Not Applicable
Council Meeting Date:	4/14/2009		Reviewed by Legal	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> Not Applicable
Department:	Public Works Administration / David Falls			Initials
Department Head	Mike Ryan	Assistant City Manager		4/3/09
Dept Signature:	<i>[Signature]</i>	Deputy City Manager		4/3/09
		City Manager		4/16/09
Agenda Coordinator (include phone #): <b>Nancy Corwin x7137</b>				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT				
<input checked="" type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				

**CAPTION**

**Award, Rejection of Bids/Proposals, Bid No. 2009- 61 - C, Water Main Fire Hydrant to Morrison Supply Company, Ferguson Waterworks, Texas Water Products, ACT Pipe and Supply, Mainline Water Supply in the amount of \$127,332.72.**

**FINANCIAL SUMMARY**

NOT APPLICABLE     OPERATING EXPENSE     REVENUE     CIP

FISCAL YEAR: 2008-09	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	129,306	95,694	260,000	<b>485,000</b>
Encumbered/Expended Amount	-129,306	-19,214	0	<b>-148,520</b>
This Item	0	-127,333	0	<b>-127,333</b>
BALANCE	0	-50,853	260,000	<b>209,147</b>

FUND(S): **CAPITAL RESERVE**

**COMMENTS:** Funds are included in the 2008-09 Water CIP. This item, in the amount of \$127,333, will exceed the current year balance by \$50,853 for the Distribution System Improvements and Fire Hydrants projects. The overage will be funded through reallocation and savings from the Industrial Water Rehab project.

**STRATEGIC PLAN GOAL:** Water line rehabilitation and fire hydrant supplies relate to the City's Goal of Livable and Sustainable Community.

**SUMMARY OF ITEM**

**Annual Contract With Renewals**

Staff recommends the bid for the Water Main Fire Hydrant Addition to: Mainline Supply for Group 1 Item 1, 2, Group 2 Item 7, 9, Group 6 Item 1, 2, Group 7 Item 3 in the amount of \$19,522.60. ACT Pipe and Supply for Group 1 Item 3, 4, 5, 6, Group 2 Item 5, 6, 8 in the amount of \$15,151.60. Municipal Water Works for Group 2 Item 1, 2, 3, 4, 10, 12, 13, Group 3 Item 2, 5, Group 7 Item 1, 2, 4 in the amount of \$22,828.58. Morrison Supply for Group 3 Item 1, 4, 6, Group 4 Item 1, 3, 4, Group 5 Item 1, 2, 4 in the amount of \$44,719.94. Texas Water Products for Group 2 Item 11, Group 3 Item 3, Group 5 Item 3, 5, 6 in the amount of \$19,444.12. Ferguson Waterworks for Group 4 Item 2, Group 7 Item 5 in the amount of \$5,665.88.

This project will involve the addition of fire hydrants where existing spacing is in excess of 500 ft. It will also include the replacement of water mains and services to enhance the City's infrastructure. The locations have been determined by the Utility Operations staff who will also perform the work. Annual contract with three city



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

optional renewals.

List of Supporting Documents:  
Recommendation Memorandum

Other Departments, Boards, Commissions or Agencies



*P.O. Box 860358  
Plano, Texas 75086-0358  
972-769-4140  
Fax No. 972-769-4172*



## **MEMORANDUM**

**DATE: MARCH 12, 2009**

**TO: NANCY CORWIN**

**FROM: GENTRY STRICKLAND**

**SUBJECT: 2009-61-C**

I have evaluated the bids for the above mentioned solicitation. One vendor, Metro Valve Pipe was eliminated as Non Responsive for the refusal to hold prices for ninety days as specified.

All other bidders met the specified requirements of the proposal. The overall lowest bid was from Texas Water Products, Inc. for \$143,038.97 The second lowest bid was from Mainline Supply for \$143,165.80. However, by awarding the bid to multiple vendors, the overall cost to the City would be \$127,332.72 a savings of \$15,706.25.

It is my recommendation the contract be awarded to multiple vendors as follows:

Group 1 Item 1, 2, Group 2 Item 7, 9, Group 6 Item 1, 2, Group 7 Item 3 in the amount of \$19,522.60 to Mainline Supply.

Group 1 Item 3, 4, 5, 6, Group 2 Item 5, 6, 8 in the amount of \$15,151.60 to ACT Pipe Supply.

Group 2 Item 1, 2, 3, 4, 10, 12, 13, Group 3 Item 2, 5, Group 7 Item 1, 2, 4 in the amount of \$22,828.58 to Municipal Water Works.

Group 3 Item 1, 4, 6, Group 4 Item 1, 3, 4, Group 5 Item 1, 2, 4 in the amount of \$44,719.94 to Morrison Supply.

Group 2 Item 11, Group 3 Item 3, Group 5 Item 3, 5, 6 in the amount of \$19,444.12 to Texas Water Products.

Group 4 Item 2, Group 7 Item 5 in the amount of \$5,665.88 to Ferguson Waterworks.



## CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: <b>4/14/09</b>		Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
Department:	Public Works Administration / David Falls		Initials	Date	
Department Head	Alan Upchurch		Assistant City Manager		
Dept Signature:	<i>Alan Upchurch</i>		Deputy City Manager	<i>[Signature]</i>	
		City Manager	<i>[Signature]</i>	<i>4/12/09</i>	
Agenda Coordinator (include phone #): <b>Margie Stephens (X4104)</b>					
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT					
<input checked="" type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER					
<b>CAPTION</b>					
<b><i>Award, Rejection of Bids/Proposals, Bid No. 2009- 79 - B, 2008-2009 Residential Concrete Pavement Rehabilitation Project – Zone I4 to Hencie International, Inc. in the amount of \$1,649,871.80.</i></b>					
<b>FINANCIAL SUMMARY</b>					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP					
FISCAL YEAR: <b>2008-09</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>	
Budget	3,056,722	4,543,278	3,100,000	<b>10,700,000</b>	
Encumbered/Expended Amount	-3,056,722	-1,550,353	0	<b>-4,607,075</b>	
This Item	0	-1,649,872	0	<b>-1,649,872</b>	
BALANCE	0	1,343,053	3,100,000	<b>4,443,053</b>	
FUND(S): <b>CAPITAL RESERVE &amp; STREET IMPROVEMENT CIP</b>					
COMMENTS: Funds are included in the Capital Reserve and Street Improvement CIP. This item, in the amount of \$1,649,872, will leave a current year balance of \$1,343,053 for the Residential Street & Alley Replacement and Barrier Free Ramps projects.					
STRATEGIC PLAN GOAL: Residential street and alley repairs relate to the City's Goal of Safe, Efficient Travel					
<b>SUMMARY OF ITEM</b>					
Staff recommends the bid for the 2008-09 Residential Concrete Pavement Rehab Project -Zone I4 to Hencie International, Inc., in the amount of \$1,649,871.80, for alternate No. 2 (Cement with NOx <1.7#NOx/Ton of Clinker) which is within 5% of the base bid, be accepted as the lowest responsible bid for the project conditioned upon timely execution of all necessary documents.					
This project involves the replacement of residential street and alley pavement, curb and gutter, sidewalk repair and barrier free ramp construction, in Zone I4 which is bounded by Park Blvd., Coit Rd., Parker Rd., and Independence Pkwy.					
The secondary vendor being recommended is Jim Bowman Construction Company L.P. in the amount of \$1,806,269.36.					
Engineer's estimate for this project is \$2,421,860.00.					
List of Supporting Documents: Bid Tabulation Location Map		Other Departments, Boards, Commissions or Agencies			

C-2

# CITY OF PLANO

BID NO. 2009-79-B

## 2008-09 RESIDENTIAL CONCRETE PAVEMENT REHAB PROJECT - ZONE I 4 - PROJECT NO. 5969 BID TABULATION CORRECTED

Bid opening Date/Time: March 19, 2009 @ 4:00pm

Number of Bids Submitted: 9

COMPANY NAME	Total Base Bid	Alternate 1	Alternate 2	Bid Bond Present	Addendum 1
Hencie International	\$1,649,871.80	\$1,597,715.80	\$1,649,871.80	Yes	Yes
Jim Bowman Construction	\$1,764,815.00	\$1,764,815.00	\$1,806,269.36	Yes	Yes
Omega Contracting	\$2,034,655.76	\$2,073,069.60	\$2,087,884.88	Yes	Yes
Ken-DO Contracting	\$2,067,550.40	\$2,067,550.40	\$2,281,706.40	Yes	Yes
Jerusalem Corp	\$2,067,658.40	\$1,965,572.80	\$2,067,658.40	Yes	Yes
McMahon Contracting	\$2,112,929.12	\$2,085,706.00	\$2,123,207.12	Yes	Yes
TRA-CON Ventures	\$2,473,810.40	\$2,473,810.40	\$2,523,843.20	Yes	Yes
Santos Construction	\$2,575,310.00	\$2,539,112.54	\$2,575,310.00	Yes	Yes
Texas Standard Construction	\$4,941,716.00	\$4,820,500.00	\$5,398,928.00	Yes	No

*Nancy Corwin*

*March 19, 2009*

Nancy Corwin, Buyer

Date





## CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget <i>CS</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: <b>4/14/09</b>		Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
Department:	Purchasing			Initials	Date
Department Head	Mike Ryan			Assistant City Manager	<i>[Signature]</i> 4-1-09
Dept Signature:	<i>[Signature]</i>			Deputy City Manager	<i>[Signature]</i> 4/12/09
				City Manager	<i>[Signature]</i> 4/12/09
Agenda Coordinator (include phone #):		<b>Dianna Wike x7549 or 5512</b>			
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT					
<input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input checked="" type="checkbox"/> OTHER EXISTING CONTRACT					
<b>CAPTION</b>					
Approval of the purchase of Site and Building Improvements to the Day Labor Center in the amount of \$214,558.00 from Kellogg Brown and Root Services, Inc. through an existing contract/agreement with The Cooperative Purchasing Network (TCPN), and authorizing the City Manager or his designee to execute all necessary documents. (TCPN contract number R4895)					
<b>FINANCIAL SUMMARY</b>					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP					
FISCAL YEAR:	<b>2008-09</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget		0	233,000	0	<b>233,000</b>
Encumbered/Expended Amount		0	0	0	<b>0</b>
This Item		0	-214,558	0	<b>-214,558</b>
BALANCE		0	18,442	0	<b>18,442</b>
FUND(S): <b>CAPITAL RESERVE &amp; GENERAL FUND</b>					
COMMENTS: Funds are included in the 2008-09 Capital Reserve and Facilities Maintenance Department budgets. This item, in the amount of \$214,558, will leave a current year balance of \$18,442 for the Day Labor Center project.					
STRATEGIC PLAN GOAL: Facility improvements relate to the City's Goal of Premier City in which to live and Service Excellence.					
<b>SUMMARY OF ITEM</b>					
Staff recommends purchase of Site and Building Improvements to the Day Labor Center from Kellogg Brown and Root Services, Inc., in the amount of \$214,558.00 conditioned upon timely execution of any necessary contract documents. The City is authorized to purchase from the State Contract list pursuant to Section 271 Subchapter D of the Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items. (TCPN Contract Number R4895)					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		



## CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: <b>4/14/09</b>		Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
Department:	Purchasing			Initials	Date
Department Head	Mike Ryan	Assistant City Manager		<i>[Signature]</i>	4-15-09
Dept Signature:	<i>[Signature]</i>	Deputy City Manager		<i>[Signature]</i>	4/14/09
		City Manager		<i>[Signature]</i>	4/14/09
Agenda Coordinator (include phone #):		<b>Dianna Wike x7549 or 5512</b>			
<b>ACTION REQUESTED:</b> <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input checked="" type="checkbox"/> OTHER EXISTING CONTRACT					
<b>CAPTION</b>					
Approval of the purchase of Improvements to Restrooms at the W. O. Haggard Jr. Library in the amount of \$141,049.00 from Kellogg Brown and Root Services, Inc. through an existing contract/agreement with The Cooperative Purchasing Network (TCPN), and authorizing the City Manager or his designee to execute all necessary documents. (TCPN contract number R4895)					
<b>FINANCIAL SUMMARY</b>					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP					
<b>FISCAL YEAR:</b>	<b>2008-09</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget		0	707,000	0	707,000
Encumbered/Expended Amount		0	0	0	0
This Item		0	-141,049	0	-141,049
<b>BALANCE</b>		0	565,951	0	565,951
<b>FUND(S): LIBRARY FACILITIES CIP</b>					
<b>COMMENTS:</b> Funds are included in the Library Facilities CIP. This item, in the amount of \$141,049, will leave a current year balance of \$565,951 for the Library Improvements project.					
<b>STRATEGIC PLAN GOAL:</b> Library improvements relate to the City's Goal of Premier City in which to live.					
<b>SUMMARY OF ITEM</b>					
Staff recommends purchase of Improvements to Restrooms at the W. O. Haggard Jr. Library from Kellogg Brown and Root Services, Inc., in the amount of \$141,049.00 conditioned upon timely execution of any necessary contract documents. The City is authorized to purchase from the State Contract list pursuant to Section 271 Subchapter D of the Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items. (TCPN Contract Number R4895)					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: <b>4/14/09</b>		Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Technology Services			Initials
Department Head	David Stephens	Assistant City Manager	<i>(Signature)</i>	Date
Dept Signature:	<i>(Signature)</i>	Deputy City Manager	<i>(Signature)</i>	4/13/2009
		City Manager	<i>(Signature)</i>	4/7/09
Agenda Coordinator (include phone #): <b>Amy Powell Ext. 7342</b>				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input checked="" type="checkbox"/> OTHER EXISTING CONTRACT				
<b>CAPTION</b>				
Purchase from an existing contract/agreement authorizing the purchase and installation of System Asset Management System Software, in the amount of \$119,606.00, from Cima Solutions Group, LTD, through a Department of Information Resources (DIR) contract, and authorizing the City Manager or his designee to execute all necessary documents. (DIR-SDD-841).				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>2008-09</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>
Budget		0	2,960,114	0
Encumbered/Expended Amount			-2,022,380	0
This Item		0	-119,606	0
BALANCE		0	818,128	0
FUND(S): <b>TECHNOLOGY SERVICES FUND (066)</b>				
<b>COMMENTS:</b> Funds are included in the 2008-09 Technology Services Budget for software and maintenance agreements. The remaining balance will be used throughout the year for other maintenance agreements and service contracts.				
<b>STRATEGIC PLAN GOAL:</b> System Asset Management software, maintenance and other infrastructure support services relate to the City's Goal of "Service Excellence".				
<b>SUMMARY OF ITEM</b>				
Technology Services recommends Council approve the expenditure for consulting services and installation of System Asset Management System software, through Cima Solutions Group, LTD, in the amount of \$119,606.00. The City is authorized to purchase from the State Contract List pursuant to Section 271 Subchapter D of the Local Government Code, and by doing so, satisfies any State Law requiring local government to seek competitive bids for items. (DIR-SDD-841)				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Service Agreement/Quote and Staff Memo				

# Interoffice Memo

**Date:** 03/10/09  
**To:** David Stephens, Director Technology Services  
**Cc:**  
**From:** Chester M. Helt, Infrastructure Manager  
**RE:** Samantha Database

---

We are recommending purchasing the System Asset Management System software (Samantha) and installation and consulting services from CIMA Solutions Group, LTD a DIR vendor.

We recommend issuing the P.O. for this software and services to CIMA Solutions Group, LTD, a DIR vendor, contract DIR-SDD-841, for a not to exceed price of \$ 119,606.00 as shown on the attached quotations.

SERVICE AGREEMENT  
ENGAGEMENT CONTRACT ORDER FORM

Customer Name:

Customer Address:

This Order Form ("OF") shall be governed by the terms of the STATE OF TEXAS DEPARTMENT OF INFORMATION RESOURCES CONTRACT (CONTRACT NUMBER DIR-SDD-841) dated March 4<sup>th</sup>, 2009 (the "Contract") between the City of Plano, acting by and through the Department of Information Resources and CIMA Solutions Group ("CIMA").

**A. SERVICES**

**1. CIMA's Obligations**

a. Scope of Services

CIMA will provide the following Services to Customer:

- Cima will deliver Samantha implementation Services. Services will consist of 265 hours of Data Gathering, Software Implementation, and Change Management Process, as stated in Quote 1787/1.

**B. RATES AND PAYMENTS**

**1. Labor Rates**

Services shall be provided under this OF in accordance with Section 3 of the Contract.

Hours	Rate	Total
185	\$95.00	\$17,575
80	\$165	\$13,200

**2. Travel, Meals, and Lodging Reimbursement**

Rates for professional services do include travel, meals and lodging.

**3. Payment Type**

The Services specified above are provided on a time and materials ("T&M") basis; that is, Customer shall pay CIMA for all of the time spent performing such Services. CIMA will bill for time and materials once every month. CIMA acknowledges that Customer is an entity exempt from the imposition and collection of Texas sales taxes under Section 151.309 Texas Tax Code. Any estimate related to the Services performed under this OF is intended only to be an estimate for Customer's budgeting and CIMA's resource scheduling purposes. Once fees for Services reach this estimate, CIMA will cooperate with Customer to provide continuing Services on a T&M basis.

**4. Purchase Order**

The purchase order will reference CONTRACT NUMBER DIR-SDD-841.

**5. Purchase Order Number**

Purchase order number. \_\_\_\_\_ has been provided to CIMA as of execution date of this Order Form.

**6. Invoicing**

All fees will be invoiced monthly and will be payable within thirty (30) days of the date of invoice, and in accordance with Chapter 2251, Texas Government Code.

**7. Customer Billing Accounts Payable Contact/Mail Invoices To:**

Name: City of Plano Purchasing Department  
Address: 1520 Avenue K, Plano, TX 75074  
Telephone: 972-941-7134  
Fax: 972-461-6866  
E-mail:

**C. PROJECT INFORMATION**

**1. CIMA Project Manager/Contact Information**

Name: Mo Burman  
Address: 1505 LBJ Freeway, Suite 160 Dallas, TX 75234  
Telephone: 512-394-3189  
Fax: 866-259-0320  
E-mail: mburman@cimasg.com

**2. Customer Project Manager/Contact Information**

Name: David Stephens  
Address: 1520 Avenue K, Plano, TX 75074  
Telephone: 972-941-7660  
Fax: 972-816-2333  
E-mail: davidste@plano.gov

**3. CIMA Contract Manager/Contact Information**

Name: Mo Burman  
Address: 1505 LBJ Freeway, Suite 160 Dallas, TX 75234  
Telephone: 512-394-3189  
Fax: 866-259-0320  
E-mail: mburman@cimasg.com

City of Plano

CIMA Solutions Group

By: \_\_\_\_\_

By: \_\_\_\_\_

Name (Print): \_\_\_\_\_

Name (Print): \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Effective Date: \_\_\_\_\_



**Quote 1787/1**

Cima Solutions Group, LTD  
1503 LBJ Freeway, Suite 110  
Dallas, TX 75234  
Phone (972) 499-8260  
Fax (866) 259-0320

**City of Plano, AP**  
**City of Plano - Net Watch Software**  
**03/04/09**

State of Texas VID # is 1202446920200  
DIR-SDD-841  
HUB certified

Part #/Feature Code	Description	Quantity	Extended List	Extended Price	Unit Price
	System Asset Management System	1	\$28,250	\$24,295	\$24,295
	System Asset Management System software - Base Module				
	Feature Set - Configuration Ma	1	\$15,250	\$13,115	\$13,115
	Feature Set - Configuration Management software				
	Feature Set - Change Managemen	1	\$14,250	\$12,255	\$12,255
	Feature Set - Change Management software				
	Feature Set - Incident Managem	1	\$9,250	\$7,955	\$7,955
	Feature Set - Incident Management software				
	Feature Set - Documents	1	\$5,500	\$4,730	\$4,730
	Feature Set - Notification Eng	1	\$5,500	\$4,730	\$4,730
	Maintenance 20% of software	1	\$13,416	\$13,416	\$13,416
	Implementation (data gathering	185	\$17,575	\$17,575	\$95
	Implementation (data gathering, loading & set-up)				
	Software installation service	1	\$1,750	\$1,750	\$1,750
	Training	3	\$6,585	\$6,585	\$2,195
	Professional Services - Change	80	\$13,200	\$13,200	\$165
	Professional Services - Change Management process enrollment				
<b>Grand Total</b>				<b>\$119,606.00</b>	

Pricing contained in this quote is valid from 03/02/09 until 03/26/09.



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget <i>CS</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: <b>4/14/09</b>		Reviewed by Legal <i>W</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Public Works/David Falls			Initials      Date
Department Head	Alan Upchurch	Assistant City Manager	<i>AB</i>	4-6-09
Dept Signature:	<i>Alan L. Upchurch</i>	Deputy City Manager	<i>DS</i>	4-6-09
		City Manager	<i>DM</i>	4/7/09
Agenda Coordinator (include phone #):		<b>Nancy Corwin X7137</b>		
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
<b>CAPTION</b>				
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, RATIFYING AN EXPENDITURE FOR EMERGENCY REPAIRS TO THE PUMP SHAFTS AND LEAKING CHECK VALVES AT THE RIDGEVIEW PUMP STATION EXPANSION; AUTHORIZING THE EXECUTION OF ANY AND ALL DOCUMENTS IN CONNECTION THEREWITH BY THE CITY MANAGER OR HIS DESIGNEE; AND PROVIDING AN EFFECTIVE DATE.				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: <b>2008/09</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	-161,695	0	<b>-161,695</b>
BALANCE	0	-161,695	0	<b>-161,695</b>
FUND(S): <b>CAPITAL RESERVE</b>				
COMMENTS: FUNDS ARE INCLUDED IN THE 2008-09 CAPITAL RESERVE. THIS ITEM, IN THE AMOUNT OF \$161,695.00 WILL EXCEED THE CURRENT YEAR BALANCE BY \$161,695 FOR THE RIDGEVIEW PUMP STATION PROJECT. THE OVERAGE WILL BE FUNDED THROUGH SAVINGS AND REALLOCATION FROM VARIOUS OTHER CAPITAL RESERVE PROJECTS.				
STRATEGIC PLAN GOAL: RIDGEVIEW PUMP STATION IMPROVEMENTS RELATE TO THE CITY'S GOAL OF "SERVICE EXCELLENCE".				
<b>SUMMARY OF ITEM</b>				
STAFF RECOMMENDS APPROVAL OF THE RATIFICATION OF PREVIOUS EXPENSE FOR REPAIRS AND MAINTENANCE TO INCLUDE REPLACEMENT OF FOUR CHECK VALVES AT THE RIDGEVIEW PUMP STATION TO ALLOW CHECKING THREE OF THE PUMPS WHICH MAY HAVE PROBLEMS THAT COULD LEAD TO FAILURES IN THE ESTIMATED AMOUNT OF \$161,695.00. THE REPAIRS AND MAINTENANCE ARE CONSIDERED PROCUREMENT NECESSARY TO PRESERVE OR PROTECT THE PUBLIC HEALTH OR SAFETY OF THE MUNICIPALITY'S RESIDENTS FALLING UNDER SECTION 252.022 LGC GENERAL EXEMPTIONS FROM THE BID REQUIREMENTS.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

RATIFICATION, MEMORANDUM, QUOTE



P.O. Box 860358  
Plano, Texas 75086-0358  
214-964-4140  
Fax No. 214-964-4172



## MEMORANDUM

**DATE:** March 31, 2009

**TO:** Alan Upchurch, Director Public Works / Engineering

**FROM:** David Falls, Public Works Operations Manager

**SUBJECT:** Ridgeview Pump Station  
Emergency Pump Repairs

As we have previously discussed, there are some significant problems with some of the Hydraulic Check Valves on the discharge of pumps 13, 14, 15 and 16. These are all similar pumps and very significant in the normal operations of this pump station. The check valves do not seat and have been this way for some time now allowing recirculation of other pump discharges back through the pumps to the suction line. It also prevents proper maintenance on any of the pumps without shutting down the entire side of the pump station. To properly seat the valves would require significant water hammer damaging other piping and fittings, thus an abnormal operation.

Additionally, we had to perform major repair work on pump 15 last year due to nitrates attacking the pump bowl shaft at the connection of the collets for the pump stages (see attached letter from Simflo Rep). The "galling" of the shaft from the nitrate attack was very significant and ultimately caused an unbalanced shaft damaging the motor. These four pumps were installed at the same time and pump essentially equal time periods as alternated. Based on the damage we seen last year on pump 15, we anticipate a like damage to the pump shafts on the other three pumps. The total cost last year for Pump 15 is \$74,104; costs are detailed on attached email from Robbie.

We therefore strongly recommend securing the needed funding to systematically pull the pumps for inspection and make repairs as deemed necessary.

The first step in this process would be to replace the four check valves and follow that with systematic removal of the three remaining pumps individually to ensure we do not encounter and cause greater damage to the motors from an unbalanced shaft.

Since spring is rapidly approaching we are requesting that we begin now with the installation of the check valves as the estimated delivery on the valves is 2 – 4 weeks out. We need this work on the valves complete before we get into our peak pumping seasons.

We also recommend that we be allowed to utilize our current service contract with Control Specialists to perform the work as an emergency effort.

Attached please find quotes from representatives to perform the work. The estimated total to install the valves is \$118,495, and the estimated total to pull and inspect the pumps 13, 14, and 16 is \$14,400 each, or \$43,200. Grand total for the work is \$161,695. This does not include any funds for any repairs, parts, or labor we may encounter as we inspect the individual pumps.



P.O. Box 1479, Decatur TX., 76234  
2530 N. Hwy. 287, #320 Decatur TX., 76234

Phone: 940-626-1415

Fax: 940-626-1486

March 25, 200

City of Plano  
Attn: Robbie Carpenter  
Utility Operations Superintendent  
PH: 972-727-1623  
Fax: 972-390-7447  
Robbie Carpenter [Robbiec@plano.gov]

Re: 24" Check Valve

New Valmatic 24" Surge Buster Check Valve

Price is based on a qty. of 1	26,285.00
5% Discount price on qty. 2 or more	24,995.75
1 Day to remove and Install Valve 4 Men/ 2 service Trucks	2200.00
24" 125# Gasket's and Bolting hardware	681.25
24" 125# spool	1746.25
Sub total Qty. 1	30,912.50
Sub total Qty 2 or more	29,623.75

There is a discounted savings of 1289.25 per Valve  
A savings of a little over 50% of the labor cost to install per Valve

Estimated 2-4 week delivery  
Labor doesn't include painting or touching up paint on the Valve or valve piping

If extra labor or materials not described above are required the owner will be notified for approval before work is completed. This quote is good for 30 days from the date referenced above. We thank you for considering Control Specialist Services for your service needs.

This quote is good for 60 days from the date referenced above.

Sincerely,  
*Mike Miller*  
Mike Miller  
Controls Specialist  
[mikem@csi5.com](mailto:mikem@csi5.com)  
214-783-7527



# QUOTE

**Legacy Contracting, L.P.**  
**Db a Control Specialist Services, L.P.**  
PO Box 1479  
Decatur, TX 76234  
940-626-1415 \* 940-626-1486 Fax  
[www.csi5.com](http://www.csi5.com)

**QUOTE NO.** 2009-03-27  
**DATE** March 27, 2009  
**QUOTE EXPIRES IN 30 DAYS**

**To** City of Plano  
Attn: Robbie  
Via Email: [robbiec@plano.gov](mailto:robbiec@plano.gov)

We are happy to quote the following labor and material for repairs to #13, #14 & #16 Ridgeview pump and motor.

Pull, dismantle and inspect

Labor estimate:	\$ 5,500	
Crane estimate		1,200

If repairs are required the City will be notified of cost and delivery at that time.

Estimated crane charges to re-install	1,200.00
Estimated labor to reassemble and reinstall	6,500.00

**(Price is for each unit.)**

**EXCLUSIONS:**

Bypassing of station and/or operating of City Valves. To provide safe working conditions.

**If extra labor or materials not described above are required due to unforeseen problems the owner will be notified for approval before work is completed. This quote is good for 30 days from the date referenced above. We thank you for considering Control Specialist Services for your service needs.**

Please call if you have any questions.

Sincerely,  
Bill Smith  
Service Manager

**From:** Robbie Carpenter  
**Sent:** Wednesday, March 25, 2009 2:58 PM  
**To:** David Falls  
**Subject:** RE:  
Service jobs labor 90 hrs @ \$110.00 per hr = \$9,900  
Brandon & Clark (motor repair) = \$22,861  
Jersey Equipment (pump repair) = \$26,236  
Lowe's = \$86  
Continental Seal = \$691  
Misc = \$58  
Crane Rental = \$796  
Materials 10% Overhead = \$5,072  
Materials 15% Profit = \$7,609  
Mechanical labor 39.75 @ \$20.00 per hr = \$795  
  
Total = \$74,104

I have been talking with Bill at Control Specialist and he has informed me that Simflo make a mistake last time and misquoted the price of the new bowl by app. \$25,000 for new bowls (we got a heck of a deal last time). With that said he is checking prices with the factory on having our existing ones rebuilt rather than new with the hopes of keeping total cost somewhat close to above prices.

*Robbie Carpenter  
City of Plano  
Pumping Facilities Superintendent  
ph - 972-727-1623  
fx - 972-390-7447*

---

**From:** David Falls  
**Sent:** Wednesday, March 25, 2009 1:59 PM  
**To:** Robbie Carpenter  
**Subject:**

Email me the \$ numbers of the various components of repair for the Pump 15 last year showing the \$75,000 + -

David Falls  
Public Works Operations Manager  
972-769-4104  
972-816-8150 Cell  
[davidf@plano.gov](mailto:davidf@plano.gov)

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, RATIFYING AN EXPENDITURE FOR EMERGENCY REPAIRS TO THE PUMP SHAFTS AND LEAKING CHECK VALVES AT THE RIDGEVIEW PUMP STATION EXPANSION; AUTHORIZING THE EXECUTION OF ANY AND ALL DOCUMENTS IN CONNECTION THEREWITH BY THE CITY MANAGER OR HIS DESIGNEE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Public Works Department has determined that the pump shafts at the Ridgeview Pump Station Expansion have deteriorated to the extent where failure is both likely and imminent and has also determined that the check valves at the Ridgeview Pump Expansion are not working properly; and

**WHEREAS**, the possibility of pump failure and leaking check valves would require that the Ridgeview Pump Station Expansion be shut down to make repairs and such a shut down would result in a loss of 50% pumping capacity from this pump station, severely impacting the City's ability to provide adequate water supplies until the repairs are completed; and

**WHEREAS**, summer is approaching which will place a heavy demand on the pump system and the City cannot afford to have the Ridgeview Pump Station shut down for repairs during periods of high demand; and

**WHEREAS**, providing a safe and consistent source of clean water is crucial to the public health and safety of the residents of Plano; and

**WHEREAS**, section 252.022(2) of the Local Government Code exempts from the competitive bid requirement "a procurement necessary to preserve or protect the public health or safety of the municipality's residents"; and

**WHEREAS**, due to the time requirements in getting parts, the Public Works Department has already placed an order for the needed parts with the repair provider; and

**WHEREAS**, Council is of the opinion that these repairs are necessary to preserve and protect the public health and safety and should be made immediately before the heavy demands of the summer pumping season; and

**WHEREAS**, Council has determined, based on all things considered, including the recommendations of staff, that this procurement is exempt from the competitive bid requirements in Chapter 252 of the Local Government Code.

WHEREAS, upon full review and consideration of all matters attendant and related to the repair of the pump shafts at the Ridgeview Pump Station Expansion and the leaking check valves, such emergency repairs should be ratified, and the City Manager, or his designee, should be authorized to execute any and all documents on behalf of the City of Plano for this repair.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, THAT:

**Section I.** The City Council hereby finds and determines that the ratification of the emergency repairs of the pump shafts and the leaking check valves at the Ridgeview Pump Station Expansion by Legacy Contracting, L.P. Db a Control Specialist Services, L.P. are in the best interest for the health and welfare of the citizens of Plano.

**Section II.** The City Manager or his designee, is hereby authorized to execute any and all documents in connection with the emergency repairs of the pump shafts and the leaking check valves at the Ridgeview Pump Station Expansion by Legacy Contracting, L.P. Db a Control Specialist Services, L.P. in the estimated amount of **ONE HUNDRED SIXTY-ONE THOUSAND SIX HUNDRED NINETY-FIVE AND 00/100 DOLLARS (\$161,695.00).**

**Section III.** This Resolution shall become effective immediately upon its passage.

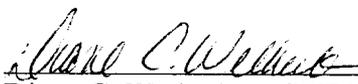
**DULY PASSED AND APPROVED** this the \_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Pat Evans, MAYOR

ATTEST:

\_\_\_\_\_  
Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Diane C. Wetherbee, CITY ATTORNEY



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Council Meeting Date:	<b>4/14/09</b>	Reviewed by Legal <i>YM</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Customer and Utility Services			Initials
Department Head	Mark Israelson	Assistant City Manager	<i>MR</i>	4/1/2009
Dept Signature:	<i>MR</i>	Deputy City Manager	<i>[Signature]</i>	4/3/09
		City Manager	<i>[Signature]</i>	4/3/09
Agenda Coordinator (include phone #): <b>Nancy Rodriguez X7510</b>				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
<b>CAPTION</b>				
RESOLUTION OF THE CITY OF PLANO DENYING COSERV GAS LTD.'S REQUESTED RATE CHANGES; AUTHORIZING INTERVENTION IN ANY NECESSARY PROCEEDINGS AFFECTING CITY'S INTERESTS BEFORE ADMINISTRATIVE OR JUDICIAL BODIES; REQUIRING REIMBURSEMENT OF REASONABLE LEGAL AND CONSULTANT EXPENSES; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS ADOPTED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING DELIVERY OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL, AND PROVIDING AN EFFECTIVE DATE.				
<b>FINANCIAL SUMMARY</b>				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(s):				
COMMENTS:				
<b>SUMMARY OF ITEM</b>				
This resolution denies CoServ Gas' requested rate increase and requires that the company's current rates be maintained for all customers within the City.				
List of Supporting Documents: Memorandum		Other Departments, Boards, Commissions or Agencies		

# MEMORANDUM

**TO:** Plano City Council  
**THROUGH:** Thomas H. Muehlenbeck, City Manager  
**FROM:** Mark D. Israelson, Assistant City Manager   
**RE:** Motion to Deny CoServ Statement of Intent to Increase Rates  
**DATE:** April 14, 2009

## PURPOSE

CoServ Gas Ltd. ("CoServ" or "Company") filed its Statement of Intent to Increase Rates on or about December 18, 2008 seeking to increase system-wide rates by \$2.9 million. This represents an overall total revenue increase of approximately five percent (5%).

The resolution denies the Company's requested rate increase and requires that the Company's current rates be maintained for all customers within the City.

**If the City does not take action to deny the filing, CoServ may begin charging increased rates after April 23, 2009.**

## DISCUSSION

The City has original jurisdiction over the natural gas rates charged by the Company. In accordance with that authority, the City lawfully suspended the January 23, 2009 effective date for 90 days to review the Company's requested rate increase.

The City's review of CoServ's rate increase request is part of a coordinated effort by a coalition of cities served by CoServ Gas ("CoServ Cities"). To conduct the review of the requested rate increase, the CoServ Cities retained a consultant and legal counsel with expertise in regulatory rate making issues. All reasonable consulting and legal fees incurred by CoServ Cities are reimbursable by the Company.

Approximately \$2.4 million to \$2.8 million of the requested \$2.9 million increase is related to the hypothetical capital structure and rate of return requested by the Company. The Company's proposed capital structure and cost of equity does not reflect the actual amount of debt and equity owned by CoServ Gas. While it is not per se unreasonable to rely upon a proxy capital structure when setting rates, the unique circumstances underlying CoServ's structure, funding, and the non-profit nature of CoServ's sole investor raise concern that implementing the Company's proposal would result in unreasonable rates.

The action taken by the City to deny CoServ's rate increase is likely to be appealed by the Company to the Texas Railroad Commission ("RRC"). In an effort to avoid litigation if at all possible, CoServ Cities will continue to explore the possibility of settlement with the Company. CoServ's most recent rate case (filed in 2004) was ultimately settled by agreement between the CoServ cities and the Company and reduced the Company's requested increase by more than 50%.

## Explanation of "Be It Resolved" Paragraphs:

Section 1. This section finds the new rates proposed by the Company to be unreasonable and denies CoServ's request to increase rates.

Section 2. This section requires CoServ to continue to charge its existing natural gas rates to customers within the City.

Section 3. This section reflects that Cities are statutorily entitled to recover their reasonable rate case expenses from the utility. No individual city incurs liability for payment of rate case expenses by adopting a denial resolution.

Section 4. This section merely recites that the resolution was passed at a meeting that was open to the public and where consideration of the resolution was properly noticed.

Section 5. This section provides that both CoServ and counsel for the coalition of cities will be notified of the City's action by sending a copy of the approved and signed resolution to certain designated individuals.

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION OF THE CITY OF PLANO DENYING COSERV GAS LTD.'S REQUESTED RATE CHANGES; AUTHORIZING INTERVENTION IN ANY NECESSARY PROCEEDINGS AFFECTING CITY'S INTERESTS BEFORE ADMINISTRATIVE OR JUDICIAL BODIES; REQUIRING REIMBURSEMENT OF REASONABLE LEGAL AND CONSULTANT EXPENSES; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS ADOPTED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING DELIVERY OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL, AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Plano ("City") is a regulatory authority under the Gas Utility Regulatory Act ("GURA") §§ 102.001(b) and 103.001 and has original jurisdiction over the gas utility rates of CoServ Gas Ltd.'s ("CoServ" or the "Company"); and

**WHEREAS**, on or about December 18, 2008, CoServ filed with the City a Statement of Intent to increase gas rates in all municipalities within the CoServ System; and

**WHEREAS**, the City took action to suspend the January 23, 2009 effective date of CoServ's Statement of Intent for the maximum period allowed by law and to join with other cities served by CoServ ("CoServ Cities") to hire a rate expert and legal counsel to evaluate the Company's support for its requested rate increase; and

**WHEREAS**, approximately \$2.4 million to \$2.8 million of the Company's requested \$2.9 million increase is related to its requested rate of return and proposed capital structure, which does not appear to be reasonably supported by actual operations; and

**WHEREAS**, based upon the analysis and recommendation of the CoServ Cities' expert and legal counsel, the City finds that the Company has not satisfactorily established that it is entitled to increase its rates; and

**WHEREAS**, GURA § 103.022 provides that costs incurred by cities in ratemaking activities are to be reimbursed by the regulated utility.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS:**

**SECTION I.** That the Company's Statement of Intent to increase gas utility rates within the City be denied in all respects.

**SECTION II.** That the Company shall continue to charge its existing rates for natural gas services to customers within the City.

**SECTION III.** That the City's reasonable rate case expenses shall be reimbursed by CoServ.

**SECTION IV.** That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

**SECTION V.** A copy of this Resolution shall be sent to Charles D. Harrell, Chief Financial Officer, CoServ Gas Ltd., 7701 South Stemmons, Corinth, Texas 76210-1842 and to Kristen Doyle, counsel for Cities Served by CoServ at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Ste. 1900, Austin, Texas 78701.

**SECTION VI.** This resolution shall become effective immediately upon its passage.

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, ON THIS THE \_\_\_\_\_ DAY OF APRIL, 2009.**

\_\_\_\_\_  
**Pat Evans, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**Diane Zucco, CITY SECRETARY**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Diane C. Wetherbee, CITY ATTORNEY**



## CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>			Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Council Meeting Date:		<b>4/14/09</b>	Reviewed by Legal <i>JS</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Planning			Initials	Date
Department Head	Phyllis M. Jarrell		Assistant City Manager		
Dept Signature:	<i>[Signature]</i>		Deputy City Manager	<i>[Signature]</i>	4/3/09
			City Manager	<i>[Signature]</i>	4/16/09
Agenda Coordinator (include phone #): <b>Christina Day x5262</b>					
<b>ACTION REQUESTED:</b> <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER					
<b>CAPTION</b>					
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, SUPPORTING JOINT APPLICATION(S) FOR FUNDS NOT TO EXCEED \$2.3 MILLION THROUGH THE TEXAS NEIGHBORHOOD STABILIZATION PROGRAM BY THE PLANO HOUSING CORPORATION, HABITAT FOR HUMANITY OF SOUTH COLLIN COUNTY, AND THE CITY OF PLANO AND DECLARING AN EFFECTIVE DATE.					
<b>FINANCIAL SUMMARY</b>					
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>	
Budget	0	0	0	0	
Encumbered/Expended Amount	0	0	0	0	
This Item	0	0	0	0	
BALANCE	0	0	0	0	
<b>FUND(S):</b>					
<b>COMMENTS:</b> Funds will be contracted directly between the State and the agencies and will not impact the City budget.					
<b>SUMMARY OF ITEM</b>					
Two non-profit housing developers in Plano, Plano Housing Corporation and Habitat for Humanity of South Collin County, need City support to apply for HUD Neighborhood Stabilization Funds through the State of Texas. The attached resolution authorizes that support.					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Memorandum					

# M E M O R A N D U M

---

**DATE:** April 3, 2009

**TO:** Tom Muehlenbeck, City Manager  
Frank Turner, Deputy City Manager

**FROM:**  Christina Day, Neighborhood Services Manager

**RE:** HUD's Neighborhood Stabilization Program

The 2008 Housing and Economic Recovery Act (HERA) included HUD funding for a Neighborhood Stabilization Program (NSP) in the amount of \$3.9 billion. Of that funding, \$2,278,454 was set aside as a direct allocation for local governments and non-profits in Collin County through the Texas Department of Housing and Community Affairs (TDHCA). To our knowledge, no other Collin County agencies or local governments are applying for these funds, likely because the funds are a primarily distributed in the form of loans and must be repaid within three years. Staff has been cooperating with Plano Housing Corporation and Habitat for Humanity of South Collin County to carefully consider viable options regarding these funds.

After several months of discussion with our non-profit partners, TDHCA, and HUD, we are recommending application for funding through this program, with Plano Housing Corporation as the lead applicant. These grant funds will be obligated by the non-profit, not by the City, so that organization will assume responsibility for the funds.

Our non-profit affordable housing developers are considering two programs utilizing these funds:

1. Requesting approximately \$1.6M to rehabilitate and resell foreclosed homes in Plano. We anticipate that these funds, if received, will allow them to refurbish between 10 and 15 units and provide them to qualified buyers.
2. Purchase of a small tract in Plano that is anticipated to yield approximately 18 new affordable housing units. Anticipated NSP loan funds are approximately \$600,000, including acquisition of the property and demolition of structures.

For both these programs, the homes will be available to a wider range of buyers than typical HUD programs since the income limits are at 120% of median income (up from the standard 80%), although at least 35% of funding must go to support households at 50% or less of median income. Additionally of benefit to Plano citizens is that the households making 50% or less of median income are offered a 30-year mortgage at 0% interest through TDHCA, making the housing very affordable.

We are recommending support for application for these funds in order to further our adopted Consolidated Plan goals of providing additional, affordable single-family housing and preserving existing affordable housing. The deadline for application is April 27, 2009. Therefore, we request that City Council consider a resolution in support of this program on their April 14, 2009 agenda.

**XC:** Phyllis Jarrell, Director of Planning  
Jeff Zimmerman, Long Range Planning Manager

## RESOLUTION \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, SUPPORTING JOINT APPLICATION(S) FOR FUNDS NOT TO EXCEED \$2.3 MILLION THROUGH THE TEXAS NEIGHBORHOOD STABILIZATION PROGRAM BY THE PLANO HOUSING CORPORATION, HABITAT FOR HUMANITY OF SOUTH COLLIN COUNTY, AND THE CITY OF PLANO AND DECLARING AN EFFECTIVE DATE.**

**WHEREAS**, the Texas Department of Housing and Community Affairs is responsible for distributing \$101,996,848 through the newly authorized Neighborhood Stabilization Program (NSP) as established by the U.S. Department of Housing and Urban Development (HUD) and authorized by the Housing and Economic Recovery Act of 2008 as an adjunct to the Community Development Block Grant Program (CDBG) and;

**WHEREAS**, NSP is intended to for the redevelopment and/or rehabilitation of abandoned and foreclosed homes and residential properties to for households earning 120% or less of the Area Medium Income (AMI) and;

**WHEREAS**, Plano is part of Collin County which ranked eighth in the State of Texas in a “threshold of greatest need” evaluation conducted by TDHCA and has been designated to receive \$2.2 million in NSP funds and;

**WHEREAS**, the City of Plano is a “Unit of General Local Government” within Collin County and the Plano Housing Corporation and Habitat for Humanity of South Collin County as “Nonprofit Organizations” are eligible applicants in accordance with the Notice of Funding Availability issued by TDHCA and:

**WHEREAS**, the proposed use of said funds is consistent with Goal Number 1 of the City of Plano Five Year Consolidated Plan, 2005-2009, “Increase the supply of affordable single family housing for the city’s extremely, very low, and low income households,” and Goal Number 3, “Preserve Existing Affordable Housing Stock,” and;

**WHEREAS**, the City Council considered this matter in duly authorized open meeting on April 14, 2009;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, THAT:**

**SECTION I.** - The City Council supports the joint preparation and submittal of an application(s) from Plano Housing Corporation, South Collin County Habitat for Humanity, and the City of Plano to the Texas Department of Housing and Community Affairs for funding from the Texas Neighborhood Stabilization Program in a total amount not to exceed \$2.3 million.

**SECTION II.** - The City Manager or his designee shall execute the documents necessary to complete the application in accordance with requirements established by the Texas Department of Housing and Community Affairs for the Texas Neighborhood Stabilization Program.

**SECTION III.** - This resolution shall take effect immediately upon its passage.

**DULY PASSED AND APPROVED THIS 14TH DAY OF APRIL, 2009.**

\_\_\_\_\_  
Pat Evans, MAYOR

ATTEST:

\_\_\_\_\_  
Diane Zucco, CITY SECRETARY

Approved as to form:

\_\_\_\_\_  
Diane C. Wetherbee, CITY ATTORNEY



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget <i>C.S.</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:	<b>04/14/2009</b>	Reviewed by Legal <i>lls</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Police Department			Date
Department Head	Gregory W. Rushin	Executive Director	<i>[Signature]</i>	<b>3-31-09</b>
Dept Signature:	<i>Gregory W. Rushin</i>	City Manager	<i>[Signature]</i>	<b>3/31/09</b>
Agenda Coordinator (include phone #): <b>Pam Haines, ext. 2538</b>				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
<b>CAPTION</b>				
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, AUTHORIZING THE CITY OF PLANO TO PARTICIPATE IN AND RECEIVE FUNDING THROUGH THE TEXAS HIGHWAY TRAFFIC SAFETY PROGRAM FOR A "CLICK IT OR TICKET" PROJECT, TO BE CONDUCTED DURING MEMORIAL DAY HOLIDAY PERIOD; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER OR HIS AUTHORIZED DESIGNEE; AND PROVIDING AN EFFECTIVE DATE.				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>08/09</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>
Budget		0	0	0
Encumbered/Expended Amount		0	0	0
This Item		0	19,973	0
<b>BALANCE</b>		0	19,973	0
<b>FUND(S):</b> <b>GRANT FUND (13-155-4831SB), GENERAL FUND (01-532)</b>				
<b>COMMENTS:</b> The grant contract provides revenue in the amount of \$19,973 for Police Officer Overtime during a D.O.T. Click-It campaign period of May 1, 2009 through September 30, 2009. Overtime costs will be paid through the Grant Fund, and the benefit costs related to the overtime expenditures will be absorbed into the FY 2008-09 Police Department General Fund Budget.				
<b>SUMMARY OF ITEM</b>				
The State of Texas, acting by and through the Texas Department of Transportation, offered the City of Plano a grant totaling \$19,973, described as "Click It or Ticket" (CIOT) Selected Traffic Enforcement Program. The effective grant period is May 1, 2009 through September 30, 2009. The grant provides funding for overtime police officers to enhance enforcement and public information and education efforts.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Resolution, Grant Agreement, Memo				



P.O. Box 860358  
Plano, Texas 75086-0358  
972-941-7000  
Fax. No. 972-941-0099

## **MEMORANDUM**

**DATE:** March 23, 2009

**TO:** Gregory W. Rushin, Chief of Police

**FROM:** Brad Neal, Traffic Sergeant

**SUBJECT:** Click It or Ticket Grant

---

I have submitted a Traffic Safety Operational Plan to be worked in conjunction with the upcoming Memorial Day Holiday. This operational plan is funded by TXDOT, under the Click-It-or-Ticket STEP grant process. The City of Plano has been allotted \$19,972.90 dollars for this grant. The City of Plano will not be required to match any funds related to this grant. It is funded by the state and sponsored by TXDOT.

This grant will be worked by the Plano Police Department, between the dates of May 18th and May 31st, 2009. At the conclusion of this grant we will conduct an occupant protection survey to determine the impact of this effort on drivers and passengers in Plano. Plano has always shown an increase in compliance because of this educational and enforcement effort. At the end of the 2008 grant, we gained a 2 percent increase in compliance from our occupants. Our final post survey showed a 96% compliance rate among occupants throughout the City of Plano.

### **Pre-Surveys**

- Prior to conducting any wave enforcement activity, agencies must conduct pre-observational surveys to establish safety belt usage rates (**May 12th to May 14th, 2009**).

### **Pre-Media Campaign**

- Conduct local media events immediately before the enforcement effort to maximize the visibility of enforcement to the public. These media events tell the public when, where, how and why the safety belt laws are being enforced. Media will emphasize the special target groups of each wave effort, i.e. CIOT (**May 15th to May 17th, 2009**).

### **Enforcement Period**

- Intensify enforcement through an overtime STEP that places primary emphasis on increasing the number of citations for non-use of occupant restraints during the peak holiday traffic (**May 18th to May 31st, 2009**).

### **Post-surveys**

- Conduct post-observational surveys to determine safety belt usage. Measure the impact of the media/enforcement effort. (**June 1st to June 3rd, 2009**).

### **Post-media Campaign**

- Conduct local media events to tell the public why the safety belt laws are important and the results of the wave. (**June 4th to June 6th, 2009**).

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, AUTHORIZING THE CITY OF PLANO TO PARTICIPATE IN AND RECEIVE FUNDING THROUGH THE TEXAS HIGHWAY TRAFFIC SAFETY PROGRAM FOR A "CLICK IT OR TICKET" PROJECT, TO BE CONDUCTED DURING MEMORIAL DAY HOLIDAY PERIOD; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER OR HIS AUTHORIZED DESIGNEE; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the City was presented a proposed Agreement by and between City of Plano and the Texas Department of Transportation, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and,

**WHEREAS**, upon full review and consideration of the Agreement, and all matters attendant and related thereto, the City Council is of the opinion that the terms and conditions are in the best interests of the citizens of Plano and thereof should be ratified.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS:**

**Section I.** The terms and conditions of the Agreement, having been reviewed by the City Council of the City of Plano and found to be acceptable and in the best interests of the City of Plano and its citizens, are hereby in all things ratified.

**Section II.** The City Manager, or in his absence, an Executive Director, is hereby authorized to execute all other documents in connection therewith on behalf of the City of Plano, substantially according to the terms and conditions set forth in the Agreement.

**Section III.** This Resolution shall become effective from and after its passage.

DULY PASSED AND APPROVED this the \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Pat Evans, MAYOR

ATTEST:

\_\_\_\_\_  
Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
Diane C. Wetherbee, CITY ATTORNEY

# **Texas Traffic Safety eGrants**

## **Fiscal Year 2009**

**Organization Name:** City of Plano

**Legal Name:** City of Plano

**Payee Identification Number:** 17560006409000

**Project Title:** STEP - Click It Or Ticket Mobilization

**ID:** 2009-PlanoPD-CIOT-00013

**Period:** 05/01/2009 to 09/30/2009

## **TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT**

THE STATE OF TEXAS  
THE COUNTY OF TRAVIS

THIS AGREEMENT IS MADE BY and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the Department and the, **City of Plano** hereinafter called the Subgrantee, and becomes effective then fully executed by both parties. For the purpose of this agreement, the Subgrantee is designated as a(n) **Local Government**.

AUTHORITY: Texas Transportation Code, Chapter 723, the Traffic Safety Act of 1967, and the Highway Safety Performance Plan for the Fiscal Year 2009.

Project Title: **STEP - Click It Or Ticket Mobilization**

Grant Period: This Grant becomes effective on **05/01/2009** or on the date of final signature of both parties, whichever is later, and ends on **09/30/2009** unless terminated or otherwise modified.

Total Awarded: **\$19,972.90**

Amount Eligible for Reimbursement: **\$19,972.90**

Match Amount: **\$0**

### TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT

The signatory of the Subgrantee hereby represents and warrants that she/he is an officer of the organization for which she/he has executed this agreement and that she/he has full and complete authority to enter into this agreement on behalf of the organization.

THE SUBGRANTEE

THE STATE OF TEXAS

**City of Plano**

Executed for the Executive Director and  
Approved for the Texas Transportation  
Commission for the purpose and effect of  
activating and/or carrying out orders,  
established policies or work programs  
approved and authorized by the Texas  
Transportation Commission

[Legal Name of Agency]

By:

By:

\_\_\_\_\_  
[Authorized Signature]

\_\_\_\_\_  
[District Engineer Texas Department of  
Transportation]

\_\_\_\_\_  
[Name]

\_\_\_\_\_  
[Name]

\_\_\_\_\_  
[Title]

\_\_\_\_\_  
[Title]

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Under the authority of Ordinance or  
Resolution Number (for local government):  
(If Applicable)

By:

\_\_\_\_\_  
[Resolution Number]

\_\_\_\_\_  
Director, Traffic Operations Division Texas  
Department of Transportation (Not required  
for local project grants under \$100,000.00)  
Date: \_\_\_\_\_

### **General Information**

Project Title	STEP - Click It Or Ticket
Project Description	To increase occupant restraint use in all passenger vehicles and trucks by conducting an intense occupant protection enforcement and public information and education effort during the Memorial Day Holiday period.
How many years has your organization received funding for this project?	This will be our fifth or more year.

**Texas Traffic Safety Program**

**GRANT AGREEMENT GENERAL TERMS AND CONDITIONS**

**ARTICLE 1. COMPLIANCE WITH LAWS**

The Subgrantee shall comply with all federal, state, and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination laws and regulations, and licensing laws and regulations. When required, the Subgrantee shall furnish the Department with satisfactory proof of its compliance therewith.

**ARTICLE 2. STANDARD ASSURANCES**

The Subgrantee hereby assures and certifies that it will comply with the regulations, policies, guidelines, and requirements, including 49 CFR (Code of Federal Regulations), Part 18; 49 CFR, Part 19 (OMB [Office of Management and Budget] Circular A-110); OMB Circular A-87; OMB Circular A-102; OMB Circular A-21; OMB Circular A-122; OMB Circular A-133; and the Department's Traffic Safety Program Manual, as they relate to the application, acceptance, and use of federal or state funds for this project. Also, the Subgrantee assures and certifies that:

- A. It possesses legal authority to apply for the grant; and that a resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- B. It and its subcontractors will comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), as amended, and in accordance with that Act, no person shall discriminate, on the grounds of race, color, sex, national origin, age, religion, or disability.
- C. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970, as amended; 42 USC (United States Code) §§4601 et seq.; and United States Department of Transportation (USDOT) regulations, "Uniform Relocation and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR, Part 24, which provide for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.
- D. It will comply with the provisions of the Hatch Political Activity Act, which limits the political activity of employees. (See also Article 25, Lobbying Certification.)
- E. It will comply with the federal Fair Labor Standards Act's minimum wage and overtime requirements for employees performing project work.
- F. It will establish safeguards to prohibit employees from using their positions for a

- purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- G. It will give the Department the access to and the right to examine all records, books, papers, or documents related to this Grant Agreement.
  - H. It will comply with all requirements imposed by the Department concerning special requirements of law, program requirements, and other administrative requirements.
  - I. It recognizes that many federal and state laws imposing environmental and resource conservation requirements may apply to this Grant Agreement. Some, but not all, of the major federal laws that may affect the project include: the National Environmental Policy Act of 1969, as amended, 42 USC §§4321 et seq.; the Clean Air Act, as amended, 42 USC §§7401 et seq. and sections of 29 USC; the Federal Water Pollution Control Act, as amended, 33 USC §§1251 et seq.; the Resource Conservation and Recovery Act, as amended, 42 USC §§6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 USC §§9601 et seq. The Subgrantee also recognizes that the U.S. Environmental Protection Agency, USDOT, and other federal agencies have issued, and in the future are expected to issue, regulation, guidelines, standards, orders, directives, or other requirements that may affect this Project. Thus, it agrees to comply, and assures the compliance of each contractor and each subcontractor, with any such federal requirements as the federal government may now or in the future promulgate.
  - J. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 USC §4012a(a). Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any form of direct or indirect federal assistance.
  - K. It will assist the Department in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470 et seq.), Executive Order 11593, and the Antiquities Code of Texas (National Resources Code, Chapter 191).
  - L. It will comply with Chapter 573 of the Texas Government Code by ensuring that no officer, employee, or member of the Subgrantee's governing board or the Subgrantee's subcontractors shall vote or confirm the employment of any person related within the second degree of affinity or third degree by consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person described in Section 573.062 of the Texas Government Code.
  - M. It will ensure that all information collected, assembled, or maintained by the applicant relative to this project shall be available to the public during normal business hours in compliance with Chapter 552 of the Texas Government Code,

unless otherwise expressly provided by law.

- N. If applicable, it will comply with Chapter 551 of the Texas Government Code, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

### **ARTICLE 3. COMPENSATION**

- A. The method of payment for this Agreement will be based on actual costs incurred up to and not to exceed the limits specified in the Project Budget. The amount included in the Project Budget will be deemed to be an estimate only and a higher amount can be reimbursed, subject to the conditions specified in paragraph B hereunder. If the Project Budget specifies that costs are based on a specific rate, per-unit cost, or other method of payment, reimbursement will be based on the specified method.
- B. All payments will be made in accordance with the Project Budget.

The Subgrantee's expenditures may overrun a budget category (I, II, or III) in the approved Project Budget without a grant (budget) amendment, as long as the overrun does not exceed a total of five (5) percent per year of the maximum amount eligible for reimbursement (TxDOT) in the attached Project Budget for the current fiscal year. This overrun must be off-set by an equivalent underrun elsewhere in the Project Budget.

If the overrun is five (5) percent or less, the Subgrantee must provide written notification to the Department, through the TxDOT Electronic Grants Management System (eGrants) messaging system, prior to the Request for Reimbursement being approved. The notification must indicate the amount, the percent over, and the specific reason(s) for the overrun.

Any overrun of more than five (5) percent of the amount eligible for reimbursement (TxDOT) in the attached Project Budget requires an amendment of this Grant Agreement.

The maximum amount eligible for reimbursement shall not be increased above the Grand Total TxDOT Amount in the approved Project Budget, unless this Grant Agreement is amended, as described in Article 5 of this Agreement.

For Selective Traffic Enforcement Program (STEP) grants *only*: In the Project Budget, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or B, "PI&E Activities," to exceed the TxDOT amount listed in Subcategory C, "Other." Also, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or C, "Other," to exceed the TxDOT amount listed in Subcategory B, "PI&E Activities." The TxDOT amount for Subcategory B, "PI&E Activities," or C, "Other," can only be exceeded within the 5 percent flexibility, with

- underrun funds from Budget Categories II or III.
- C. To be eligible for reimbursement under this Agreement, a cost must be incurred in accordance with the Project Budget, within the time frame specified in the Grant Period of this Grant Agreement, attributable to work covered by this Agreement, and which has been completed in a manner satisfactory and acceptable to the Department.
  - D. Federal or TxDOT funds cannot supplant (replace) funds from any other sources. The term "supplanting," refers to the use of federal or TxDOT funds to support personnel or an activity already supported by local or state funds.
  - E. Payment of costs incurred under this Agreement is further governed by one of the following cost principles, as appropriate, outlined in the Federal Office of Management and Budget (OMB) Circulars:
    - A-21, Cost Principles for Educational Institutions;
    - A-87, Cost Principles for State, Local, and Indian Tribal Governments; or,
    - A-122, Cost Principles for Nonprofit Organizations.
  - F. The Subgrantee agrees to submit monthly or quarterly Requests for Reimbursement, as designated in this Grant Agreement, within thirty (30) days after the end of the billing period. The Request for Reimbursement and appropriate supporting documentation must be submitted through eGrants.
  - G. The Subgrantee agrees to submit the final Request for Reimbursement under this Agreement within forty-five (45) days of the end of the grant period.
  - H. Payments are contingent upon the availability of appropriated funds.
  - I. Project agreements supported with federal or TxDOT funds are limited to the length of this Grant Period specified in this Grant Agreement. If the Department determines that the project has demonstrated merit or has potential long-range benefits, the Subgrantee may apply for funding assistance beyond the initial Agreement period. Preference for funding will be given to those projects for which the Subgrantee has assumed some cost sharing, those which propose to assume the largest percentage of subsequent project costs, and those which have demonstrated performance that is acceptable to the Department.

#### **ARTICLE 4. LIMITATION OF LIABILITY**

Payment of costs incurred hereunder is contingent upon the availability of funds. If at any time during this Grant Period, the Department determines that there is insufficient funding to continue the project, the Department shall so notify the Subgrantee, giving notice of intent to terminate this Agreement, as specified in Article 11 of this Agreement. If at the end of a federal fiscal year, the Department determines that there is sufficient funding and performance to continue the project, the Department may so notify the Subgrantee to continue this agreement.

#### **ARTICLE 5. AMENDMENTS**

This Agreement may be amended prior to its expiration by mutual written consent of both parties, utilizing the Grant Agreement Amendment in eGrants. Any amendment must be executed by the parties within the Grant Period, as specified in this Grant Agreement.

## **ARTICLE 6. ADDITIONAL WORK AND CHANGES IN WORK**

If the Subgrantee is of the opinion that any assigned work is beyond the scope of this Agreement and constitutes additional work, the Subgrantee shall promptly notify the Department in writing through eGrants system messaging. If the Department finds that such work does constitute additional work, the Department shall so advise the Subgrantee and a written amendment to this Agreement will be executed according to Article 5, Amendments, to provide compensation for doing this work on the same basis as the original work. If performance of the additional work will cause the maximum amount payable to be exceeded, the work will not be performed before a written grant amendment is executed.

If the Subgrantee has submitted work in accordance with the terms of this Agreement but the Department requests changes to the completed work or parts thereof which involve changes to the original scope of services or character of work under this Agreement, the Subgrantee shall make such revisions as requested and directed by the Department. This will be considered as additional work and will be paid for as specified in this Article.

If the Subgrantee submits work that does not comply with the terms of this Agreement, the Department shall instruct the Subgrantee to make such revisions as are necessary to bring the work into compliance with this Agreement. No additional compensation shall be paid for this work.

The Subgrantee shall make revisions to the work authorized in this Agreement, which are necessary to correct errors or omissions appearing therein, when required to do so by the Department. No additional compensation shall be paid for this work.

The Department shall not be responsible for actions by the Subgrantee or any costs incurred by the Subgrantee relating to additional work not directly associated with or prior to the execution of an amendment.

## **ARTICLE 7. REPORTING AND MONITORING**

Not later than thirty (30) days after the end of each reporting period, the Subgrantee shall submit a performance report through eGrants. For short-term projects, only one report submitted by the Subgrantee at the end of the project may be required. For longer projects, the Subgrantee will submit reports at least quarterly and preferably monthly. The frequency of the performance reports is established through negotiation between the Subgrantee and the program or project manager.

For Selective Traffic Enforcement Programs (STEPs), performance reports must be submitted monthly.

The performance report will include, as a minimum: (1) a comparison of actual accomplishments to the objectives established for the period, (2) reasons why established objectives and performance measures were not met, if appropriate, and (3) other pertinent information, including, when appropriate, an analysis and explanation of cost underruns,

overruns, or high unit costs.

The Subgrantee shall submit the Final Performance Report through eGrants within thirty (30) days after completion of the grant.

The Subgrantee shall promptly advise the Department in writing, through eGrants messaging, of events that will have a significant impact upon this Agreement, including:

- A. Problems, delays, or adverse conditions, including a change of project director or other changes in Subgrantee personnel, that will materially affect the ability to attain objectives and performance measures, prevent the meeting of time schedules and objectives, or preclude the attainment of project objectives or performance measures by the established time periods. This disclosure shall be accompanied by a statement of the action taken or contemplated and any Department or federal assistance needed to resolve the situation.
- B. Favorable developments or events that enable meeting time schedules and objectives sooner than anticipated or achieving greater performance measure output than originally projected.

#### **ARTICLE 8. RECORDS**

The Subgrantee agrees to maintain all reports, documents, papers, accounting records, books, and other evidence pertaining to costs incurred and work performed hereunder, (hereinafter called the records), and shall make such records available at its office for the time period authorized within the Grant Period, as specified in this Grant Agreement. The Subgrantee further agrees to retain said records for four (4) years from the date of final payment under this Agreement, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

Duly authorized representatives of the Department, the USDOT, the Office of the Inspector General, Texas State Auditor, and the Comptroller General shall have access to the records. This right of access is not limited to the four (4) year period but shall last as long as the records are retained.

#### **ARTICLE 9. INDEMNIFICATION**

To the extent permitted by law, the Subgrantee, if other than a government entity, shall indemnify, hold, and save harmless the Department and its officers and employees from all claims and liability due to the acts or omissions of the Subgrantee, its agents, or employees. The Subgrantee also agrees, to the extent permitted by law, to indemnify, hold, and save harmless the Department from any and all expenses, including but not limited to attorney fees, all court costs and awards for damages incurred by the Department in litigation or otherwise resisting such claims or liabilities as a result of any activities of the Subgrantee, its agents, or employees.

Further, to the extent permitted by law, the Subgrantee, if other than a government entity, agrees to protect, indemnify, and save harmless the Department from and against all

claims, demands, and causes of action of every kind and character brought by any employee of the Subgrantee against the Department due to personal injuries or death to such employee resulting from any alleged negligent act, by either commission or omission on the part of the Subgrantee.

If the Subgrantee is a government entity, both parties to this Agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds, as well as the acts and deeds of its contractors, employees, representatives, and agents.

#### **ARTICLE 10. DISPUTES AND REMEDIES**

This Agreement supercedes any prior oral or written agreements. If a conflict arises between this Agreement and the Traffic Safety Program Manual, this Agreement shall govern.

The Subgrantee shall be responsible for the settlement of all contractual and administrative issues arising out of procurement made by the Subgrantee in support of Agreement work. Disputes concerning performance or payment shall be submitted to the Department for settlement, with the Executive Director or his or her designee acting as final referee.

#### **ARTICLE 11. TERMINATION**

This Agreement shall remain in effect until the Subgrantee has satisfactorily completed all services and obligations described herein and these have been accepted by the Department, unless:

- This Agreement is terminated in writing with the mutual consent of both parties; or
- There is a written thirty (30) day notice by either party; or
- The Department determines that the performance of the project is not in the best interest of the Department and informs the Subgrantee that the project is terminated immediately.

The Department shall compensate the Subgrantee for only those eligible expenses incurred during the Grant Period specified in this Grant Agreement which are directly attributable to the completed portion of the work covered by this Agreement, provided that the work has been completed in a manner satisfactory and acceptable to the Department. The Subgrantee shall not incur nor be reimbursed for any new obligations after the effective date of termination.

#### **ARTICLE 12. INSPECTION OF WORK**

The Department and, when federal funds are involved, the US DOT, or any authorized representative thereof, have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed.

If any inspection or evaluation is made on the premises of the Subgrantee or its subcontractor, the Subgrantee shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

### **ARTICLE 13. AUDIT**

The Subgrantee shall comply with the requirements of the Single Audit Act of 1984, Public Law (PL) 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133, "Audits of States, Local Governments, and Other Non-Profit Organizations."

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

### **ARTICLE 14. SUBCONTRACTS**

A subcontract in excess of \$25,000 may not be executed by the Subgrantee without prior written concurrence by the Department. Subcontracts in excess of \$25,000 shall contain all applicable terms and conditions of this Agreement. No subcontract will relieve the Subgrantee of its responsibility under this Agreement.

### **ARTICLE 15. GRATUITIES**

Texas Transportation Commission policy mandates that employees of the Department shall not accept any benefit, gift, or favor from any person doing business with or who, reasonably speaking, may do business with the Department under this Agreement. The only exceptions allowed are ordinary business lunches and items that have received the advanced written approval of the Department's Executive Director.

Any person doing business with or who reasonably speaking may do business with the Department under this Agreement may not make any offer of benefits, gifts, or favors to Department employees, except as mentioned here above. Failure on the part of the Subgrantee to adhere to this policy may result in termination of this Agreement.

### **ARTICLE 16. NONCOLLUSION**

The Subgrantee warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Subgrantee, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a

bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. If the Subgrantee breaches or violates this warranty, the Department shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, brokerage fee, contingent fee, or gift.

#### **ARTICLE 17. CONFLICT OF INTEREST**

The Subgrantee represents that it or its employees have no conflict of interest that would in any way interfere with its or its employees' performance or which in any way conflicts with the interests of the Department. The Subgrantee shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the Department's interests.

#### **ARTICLE 18. SUBGRANTEE'S RESOURCES**

The Subgrantee certifies that it presently has adequate qualified personnel in its employment to perform the work required under this Agreement, or will be able to obtain such personnel from sources other than the Department.

All employees of the Subgrantee shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of the Subgrantee who, in the opinion of the Department, is incompetent or whose conduct becomes detrimental to the work, shall immediately be removed from association with the project.

Unless otherwise specified, the Subgrantee shall furnish all equipment, materials, supplies, and other resources required to perform the work.

#### **ARTICLE 19. PROCUREMENT AND PROPERTY MANAGEMENT**

The Subgrantee shall establish and administer a system to procure, control, protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to this Agreement in accordance with its own property management procedures, provided that the procedures are not in conflict with the Department's property management procedures or property management standards and federal standards, as appropriate, in:

- 49 CFR, Part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," or
- 49 CFR, Part 19 (OMB Circular A-110), "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations."

#### **ARTICLE 20. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY**

Upon completion or termination of this Grant Agreement, whether for cause or at the convenience of the parties hereto, all finished or unfinished documents, data, studies, surveys, reports, maps, drawings, models, photographs, etc. prepared by the Subgrantee, and equipment and supplies purchased with grant funds shall, at the option of the Department, become the property of the Department. All sketches, photographs, calculations, and other data prepared under this Agreement shall be made available, upon request, to the Department without restriction or limitation of their further use.

- A. Intellectual property consists of copyrights, patents, and any other form of intellectual property rights covering any data bases, software, inventions, training manuals, systems design, or other proprietary information in any form or medium.
- B. *All rights to Department.* The Department shall own all of the rights (including copyrights, copyright applications, copyright renewals, and copyright extensions), title and interests in and to all data, and other information developed under this contract and versions thereof unless otherwise agreed to in writing that there will be joint ownership.
- C. *All rights to Subgrantee.* Classes and materials initially developed by the Subgrantee without any type of funding or resource assistance from the Department remain the Subgrantee's intellectual property. For these classes and materials, the Department payment is limited to payment for attendance at classes.

## **ARTICLE 21. SUCCESSORS AND ASSIGNS**

The Department and the Subgrantee each binds itself, its successors, executors, assigns, and administrators to the other party to this Agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this Agreement. The Subgrantee shall not assign, sublet, or transfer interest and obligations in this Agreement without written consent of the Department through eGrants messaging.

## **ARTICLE 22. CIVIL RIGHTS COMPLIANCE**

- A. Compliance with regulations: The Subgrantee shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the USDOT: 49 CFR, Part 21; 23 CFR, Subchapter C; and 41 CFR, Parts 60-74, as they may be amended periodically (hereinafter referred to as the Regulations). The Subgrantee agrees to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by the U.S. Department of Labor regulations (41 CFR, Part 60).
- B. Nondiscrimination: The Subgrantee, with regard to the work performed during the period of this Agreement, shall not discriminate on the grounds of race, color, sex, national origin, age, religion, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment.
- C. Solicitations for subcontracts, including procurement of materials and equipment: In all solicitations either by competitive bidding or negotiation made by the Subgrantee for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified

by the Subgrantee of the Subgrantee's obligations under this Agreement and the regulations relative to nondiscrimination on the grounds of race, color, sex, national origin, age, religion, or disability.

- D. Information and reports: The Subgrantee shall provide all information and reports required by the regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department or the USDOT to be pertinent to ascertain compliance with such regulations or directives. Where any information required of the Subgrantee is in the exclusive possession of another who fails or refuses to furnish this information, the Subgrantee shall so certify to the Department or the US DOT, whichever is appropriate, and shall set forth what efforts the Subgrantee has made to obtain the requested information.
- E. Sanctions for noncompliance: In the event of the Subgrantee's noncompliance with the nondiscrimination provision of this Agreement, the Department shall impose such sanctions as it or the US DOT may determine to be appropriate.
- F. Incorporation of provisions: The Subgrantee shall include the provisions of paragraphs A. through E. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directives. The Subgrantee shall take such action with respect to any subcontract or procurement as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance. However, in the event a Subgrantee becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Subgrantee may request the Department to enter into litigation to protect the interests of the state; and in addition, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.

## **ARTICLE 23. DISADVANTAGED BUSINESS ENTERPRISE**

It is the policy of the Department and the USDOT that Disadvantaged Business Enterprises, as defined in 49 CFR Part 26, shall have the opportunity to participate in the performance of agreements financed in whole or in part with federal funds. Consequently, the Disadvantaged Business Enterprise requirements of 49 CFR Part 26, apply to this Agreement as follows:

- The Subgrantee agrees to insure that Disadvantaged Business Enterprises, as defined in 49 CFR Part 26, have the opportunity to participate in the performance of agreements and subcontracts financed in whole or in part with federal funds. In this regard, the Subgrantee shall make good faith efforts in accordance with 49 CFR Part 26, to insure that Disadvantaged Business Enterprises have the opportunity to compete for and perform agreements and subcontracts.
- The Subgrantee and any subcontractor shall not discriminate on the basis of race, color, sex, national origin, or disability in the award and performance of agreements funded in whole or in part with federal funds.

These requirements shall be included in any subcontract.

Failure to carry out the requirements set forth above shall constitute a breach of this Agreement and, after the notification of the Department, may result in termination of this Agreement by the Department, or other such remedy as the Department deems appropriate.

#### **ARTICLE 24. DEBARMENT/SUSPENSION**

- A. The Subgrantee certifies, to the best of its knowledge and belief, that it and its principals:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
  2. Have not within a three (3) year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local public transaction or contract under a public transaction; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  3. Are not presently indicted or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph A. 2. of this Article; and
  4. Have not, within a three (3) year period preceding this Agreement, had one or more federal, state, or local public transactions terminated for cause or default.
- B. Where the Subgrantee is unable to certify to any of the statements in this Article, such Subgrantee shall attach an explanation to this Agreement.
- C. The Subgrantee is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension.
- D. The Subgrantee shall require any party to a subcontract or purchase order awarded under this Grant Agreement to certify its eligibility to receive federal grant funds, and, when requested by the Department, to furnish a copy of the certification.

#### **ARTICLE 25. LOBBYING CERTIFICATION**

The Subgrantee certifies to the best of his or her knowledge and belief that:

- A. No federally appropriated funds have been paid or will be paid by or on behalf of the

Subgrantee to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the party to this Agreement shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The Subgrantee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## **ARTICLE 26. CHILD SUPPORT STATEMENT**

Unless the Subgrantee is a governmental or non-profit entity, the Subgrantee certifies that it either will go to the Department's website noted below and complete the Child Support Statement or already has a Child Support Statement on file with the Department . The Subgrantee is responsible for keeping the Child Support Statement current and on file with that office for the duration of this Agreement period. The Subgrantee further certifies that the Child Support Statement on file contains the child support information for the individuals or business entities named in this grant. Under Section 231.006, Family Code, the Subgrantee certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified grant or payment and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

The form for the Child Support Statement is available on the Internet at:  
<http://www.dot.state.tx.us/csso/default.htm>.

**RESPONSIBILITIES OF THE SUBGRANTEE:**

- A. Carry out all performance measures established in the grant, including fulfilling the law enforcement objectives by implementing the Operational Plan contained in this Grant Agreement.
- B. Submit all required reports to the Department (TxDOT) fully completed with the most current information, and within the required times, as defined in Article 3 and Article 7 of the General Terms and Conditions of this Grant Agreement. This includes reporting to the Department on progress, achievements, and problems in monthly Performance Reports and attaching necessary source documentation to support all costs claimed in Requests for Reimbursement (RFR).
- C. Attend Department-approved grant management training.
- D. Attend meetings according to the following:
  - 1. The Department will arrange for meetings with the Subgrantee to present status of activities and to discuss problems and the schedule for the following quarter's work.
  - 2. The project director or other appropriate qualified persons will be available to represent the Subgrantee at meetings requested by the Department.
- E. Support grant enforcement efforts with public information and education (PI&E) activities. Salaries being claimed for PI&E activities must be included in the budget.
- F. When applicable, all newly developed PI&E materials must be submitted to the Department for written approval, through the TxDOT Electronic Grants Management System (eGrants) system messaging, prior to final production. Refer to the Traffic Safety Program Manual regarding PI&E procedures.
- G. For out of state travel expenses to be reimbursable, the Subgrantee must have obtained the written approval of the Department, through eGrants system messaging, prior to the beginning of the trip. Grant approval does not satisfy this requirement. For Department district-managed grants, the Subgrantee must have obtained written Department district approval, through eGrants system messaging, for travel and related expenses if outside of the district boundaries.
- H. Maintain verification that all expenses, including wages or salaries, for which reimbursement is requested is for work exclusively related to this project.
- I. Ensure that this grant will in no way supplant (replace) funds from other sources. Supplanting refers to the use of federal funds to support personnel or any activity already supported by local or state funds.
- J. Ensure that each officer working on the STEP project will complete an officer's daily

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report form. The form should include at a minimum: name, date, badge or identification number, type of grant worked, grant site number, mileage (including starting and ending mileage), hours worked, type of citation issued or arrest made, officer and supervisor signatures.

K. Ensure that no officer above the rank of Lieutenant (or equivalent title) will be reimbursed for enforcement duty, unless the Subgrantee received specific written authorization from the Department, through eGrants system messaging, prior to incurring costs.

L. Subgrantee may work additional STEP enforcement hours on holidays or special events not covered under the Operational Plan. However, additional work must be approved in writing by the Department, through eGrants system messaging, prior to enforcement. Additional hours must be reported in the Performance Report for the time period for which the additional hours were worked.

M. If an officer makes a STEP-related arrest during the shift, but does not complete the arrest before the shift is scheduled to end, the officer can continue working under the grant to complete that arrest.

N. Subgrantees with a traffic unit will utilize traffic personnel for this grant, unless such personnel are unavailable for assignment.

O. Prior to conducting speed enforcement, the Subgrantee must select and survey enforcement sites that comply with existing state mandated speed limits in accordance with the Texas Transportation Code, Sections 545.352 through 545.356.

P. Officers assigned to speed sites should be trained in the use of radar or laser speed measurement devices.

Q. The Subgrantee should have a safety belt use policy. If the Subgrantee does not have a safety belt use policy in place, a policy should be implemented, and a copy maintained for verification during the grant year.

R. Officers working DWI enforcement must be trained in the National Highway Traffic Safety Administration/International Association of Chiefs of Police Standardized Field Sobriety Testing (SFST). In the case of a first year subgrantee, the officers must be trained, or scheduled to be SFST trained, by the end of the grant year. For second or subsequent year grants, all officers working DWI enforcement must be SFST trained.

S. The Subgrantee should have a procedure in place for contacting and using drug recognition experts (DREs) when necessary.

T. The Subgrantee is encouraged to use the DWI On-line Reporting System available through the Buckle Up Texas Web site at [www.buckleuptexas.com](http://www.buckleuptexas.com).

**RESPONSIBILITIES OF THE DEPARTMENT:**

A. Monitor the Subgrantee's compliance with the performance obligations and fiscal requirements of this Grant Agreement using appropriate and necessary monitoring and inspections, including but not limited to:

- review of periodic reports
- physical inspection of project records and supporting documentation
- telephone conversations
- e-mails and letters
- quarterly review meetings
- eGrants system messaging

B. Provide program management and technical assistance.

C. Attend appropriate meetings.

D. Reimburse the Subgrantee for all eligible costs as defined in the project budget. Requests for Reimbursement will be processed up to the maximum amount payable as indicated in the project budget.

E. Perform an administrative review of the project at the close of the grant period to:

- Ascertain whether or not the project objectives were met
- Review project accomplishments (performance measures completed, targets achieved)
- Document any progress towards self-sufficiency
- Account for any approved Program Income earned and expended
- Identify exemplary performance or best practices

### **Goals And Strategies**

Goal: To increase effective enforcement and adjudication of traffic safety-related laws to reduce fatal and serious injury crashes

Strategies: Increase enforcement of traffic safety-related laws.  
Increase public education and information campaigns.

Goal: To increase occupant restraint use in all passenger vehicles and trucks

Strategy: Increase enforcement of occupant protection laws.

X I agree to the above goals and strategies.

**Law Enforcement Objective/Performance Measure**

1. Number and type of citations/arrests to be issued under this STEP Mobilization	
a. Safety belt citations	750
b. Child Safety Seat citations	75
2. Total Number of Enforcement Hours	375
Step Indicator	3.3
3. Increase the safety belt usage rate among drivers and front seat passengers, between pre & post survey results, by at least the following percentage points	2%

**PI&E Objective/Performance Measure**

- 1. Complete administrative and general grant requirements
  - a. Number of Performance Reports to be submitted 1
  - b. Number of Requests for Reimbursement to be submitted 1
  
- 2. Support Grant efforts with a public information and education (PI&E) program
  - a. Conduct a minimum of one (1) presentations 1
  - b. Conduct a minimum of two (2) media exposures (e.g. news conferences, news releases, and interviews) 2
  - c. Conduct a minimum of one (1) community events (e.g. health fairs, booths) 1
  - d. Produce the following number of public information and education materials (NOT Applicable) 0
  - e. Distribute the following number of public information and education materials (if applicable) 500

### Budget Summary

Budget Category		TxDOT	Match	Total
<b>Category I - Labor Costs</b>				
(100)	Salaries	\$19,972.90	\$0	\$19,972.90
(200)	Fringe Benefits			\$0
<b>Category I Sub-Total</b>		\$19,972.90	\$0	\$19,972.90
<b>Category II - Other Direct Costs</b>				
(300)	Travel	\$19,972.90	\$0	\$0
(400)	Equipment			\$0
(500)	Supplies			\$0
(600)	Contractual Services			\$0
(700)	Other Miscellaneous			\$0
<b>Category II Sub-Total</b>		\$0	\$0	\$0
<b>Total Direct Costs</b>		\$19,972.90	\$0	\$19,972.90
<b>Category III - Indirect Costs</b>				
(800)	Indirect Cost Rate			\$0
<b>Summary</b>				
	Total Labor Costs	\$19,972.90	\$0	\$19,972.90
	Total Direct Costs	\$0	\$0	\$0
	Total Indirect Costs			
<b>Grand Total</b>		\$19,972.90	\$0	\$19,972.90
<b>Fund Sources (Percent Share)</b>		100.00%	0.00%	

### CIOT Operational Plan

X I agree to the following	
Comments:	
<b>Site Description</b>	<b>Occupant Protection Jurisdiction Wide</b>
Pre Surveys	May 12 - 14, 2009
Pre-Media Efforts Before Enforcement period	May 15 - 17, 2009
"Enforcement Period (Minimum # of enforcement days: 4) (day or nighttime)"	May 18 - 31, 2009
Post Surveys	June 1 - 3, 2009
Post-Media Efforts After Enforcement period	June 4 - 6, 2009
Reporting Period	June 7 - 20 2009

Description of Activities	
Pre-Surveys	Prior to conducting any wave enforcement activity, agencies must conduct pre-observational surveys to establish safety belt usage rates. The cities of Houston, Dallas, San Antonio, Austin, El Paso, Fort Worth, Arlington, Corpus Christi, Lubbock and Garland will have their surveys conducted by the Texas Transportation Institute (TTI). All other agencies must conduct their own pre-observational surveys using the Texas Department of Transportation's (TxDOT) survey protocol and instructions that can be found at <a href="http://www.buckleuptexas.com">www.buckleuptexas.com</a> . Click on the "Survey Worksheet and Tools" link.
Pre-Media Campaign	Conduct local media events immediately before the enforcement effort to maximize the visibility of enforcement to the public. These media events tell the public when, where, how and why the safety belt laws are being enforced.
Enforcement Period	Intensify enforcement through an overtime STEP that places primary emphasis on increasing the number of citations for non-use of occupant restraints during the peak holiday traffic.
Post-surveys	Conduct post-observational surveys to determine safety belt usage. Measure the impact of the media/enforcement effort. The cities of Houston, Dallas, San Antonio, Austin, El Paso, Fort Worth, Arlington,

City of Plano  
**STEP - Click It Or Ticket Mobilization**

	Corpus Christi, Lubbock and Garland will have their surveys conducted by the Texas Transportation Institute (TTI). All other agencies must conduct their own post-observational surveys using the Texas Department of Transportation's (TxDOT) survey protocol and instructions that can be found at <a href="http://www.buckleuptexas.com">www.buckleuptexas.com</a> . Click on the "Survey Worksheet and Tools" link.
Post-media Campaign	Conduct local media events to tell the public why the safety belt laws are important and the results of the wave.
Reporting Period	Agencies will submit a performance report for the CIOT enforcement period (May 18 - 31, 2009) during this time period
Note	The Survey and Media dates above are to be used as a guide. Late grant execution may result in a subgrantee conducting pre-survey and pre-media activities at a later date. These activities must occur prior to enforcement activities beginning. The Post-media Campaign may begin immediately after the post observational surveys are conducted.

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3/20/2009



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: <b>4/14/09</b>		Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Police Department			Initials
Department Head	Gregory W. Rushin			Date
Dept Signature:	<i>Gregory W. Rushin</i>			
Agenda Coordinator (include phone #):	Pam Haines, ext 2538			
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
<b>CAPTION</b>				
A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of a contract by and between Digital Safety Technologies, Inc., and the City of Plano, Texas for completion of the Police Department digital video recording distributed network system and maintenance for one year; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>2008-09</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>
Budget		0	35,534	0
Encumbered/Expended Amount		0	0	0
This Item		0	-35,000	-35,000
BALANCE		0	534	534
FUND(S):	<b>GENERAL FUND</b>			
<b>COMMENTS:</b> Funds for this item are available from the original project and are included in the 2008-09 Police department current budget.				
<b>STRATEGIC PLAN GOAL:</b> The completion of the Digital recording system and annual maintenance expenditures relate to the City's Goal of "Service Excellence".				
<b>SUMMARY OF ITEM</b>				
This agreement will provide all labor, supervision, materials and equipment necessary for completion of the digital video recording distributed network software solution and will assist the City of Plano Technical Services Department in the migration of data to the video system at all Police Locations. This contract also provides maintenance of the City's entire Police in-car digital video camera system for a period of one (1) year from the date of execution of this contract.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Agreement with Exhibits A-G, Memo				



P.O. Box 860358  
Plano, Texas 75086-0358  
972-941-7000  
Fax. No. 972-941-0099

## MEMORANDUM

**DATE:** April 7, 2009

**TO:** Gregory W. Rushin, Chief of Police

**FROM:** Glenn Cavin, Administrative Lieutenant

**SUBJECT:** Contract with Digital Safety Technologies

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In 2007, the Plano Police Department entered into an agreement with Integrian, Inc. to provide all of the necessary digital video recording equipment for our patrol vehicles, as well as three years of warranty service and maintenance. On December 6, 2008, Integrian ended their operations, a Uniform Commerce Code sale of certain assets of Integrian, Inc. was completed, and Integrian Acquisition Corp., Inc. was the purchaser of said assets. Effective December 19, 2008, the new company began operating as Digital Safety Technologies, Inc., hereinafter referred to as ("DST"). Since their acquisition of the Integrian assets, DST has honored our pre-existing maintenance agreement with Integrian as a courtesy to the City of Plano. Notification, however, was sent by DST on January 19, 2009 that they assumed no obligation from Integrian to provide such services, and that a new agreement would be necessary to ensure continued operation of the equipment that had already been installed. In addition, some funds provided for in the original agreement with Integrian, Inc. had not yet been released for payment, as the distributed network architecture solution had not been fully completed.

It is critical that the Plano Police Department continue to record both video and audio of all traffic stops made by our officers, and no currently viable alternatives to continued use of the existing digital video recorders have been found to be available. To ensure that no interruption in service is experienced, it is imperative and therefore highly recommended that the City of Plano execute this new contract with DST. To do so will require release of existing project funds in the amount of THIRTY FIVE THOUSAND DOLLARS (\$35,000.00), and authorization by City Council for the Police Department to apply them to this new agreement with DST. Of these funds, FIVE THOUSAND DOLLARS (\$5,000.00) shall be for installation of the distributed network architecture solution and THIRTY THOUSAND DOLLARS (\$30,000.00) shall be for one year's maintenance of the Police Department in-car video systems.

Thank you for your consideration in this matter.

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A CONTRACT BY AND BETWEEN DIGITAL SAFETY TECHNOLOGIES, INC., AND THE CITY OF PLANO, TEXAS FOR COMPLETION OF THE POLICE DEPARTMENT DIGITAL VIDEO RECORDING DISTRIBUTED NETWORK SYSTEM AND MAINTENANCE FOR ONE YEAR; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER OR HIS AUTHORIZED DESIGNEE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council has been presented a proposed agreement for completion of the Police Department digital video recording distributed network software solution and maintenance of the police in-car video camera system for a period of one year by and between Digital Safety Technologies, Inc., and the City of Plano, Texas, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and,

**WHEREAS**, upon full review and consideration of the Agreement, and all matters attendant and related thereto, the City Council is of the opinion that the terms and conditions thereof should be approved, and that the City Manager or, in his absence, his authorized designee, shall be authorized to execute it on behalf of the City of Plano.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, THAT:**

**Section I.** The terms and conditions of the Agreement, having been reviewed by the City Council of the City of Plano and found to be acceptable and in the best interests of the City of Plano and its citizens, are hereby in all things approved.

**Section II.** The City Manager or his authorized designee is hereby authorized to execute the Agreement and all other documents in connection therewith on behalf of the City of Plano, substantially according to the terms and conditions set forth in the Agreement.

**Section III.** This Resolution shall become effective immediately upon its passage.

**DULY PASSED AND APPROVED** this the \_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Pat Evans, MAYOR

ATTEST:

\_\_\_\_\_  
Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
Diane C. Wetherbee, CITY ATTORNEY

**CONTRACT BY AND BETWEEN  
CITY OF PLANO, TEXAS AND DIGITAL SAFETY TECHNOLOGIES, INC.**

**THIS CONTRACT** is made and entered into by and between **DIGITAL SAFETY TECHNOLOGIES, INC.**, a Delaware corporation, whose address is 511 Davis Drive, Suite 300, Morrisville, NC 27560, hereinafter referred to as "DST," and the **CITY OF PLANO, TEXAS**, a home rule municipal corporation, hereinafter referred to as "City," to be effective upon approval of the Plano City Council and subsequent execution of this Contract by the Plano City Manager or his duly authorized designee.

For and in consideration of the covenants and agreements contained herein, and for the mutual benefits to be obtained hereby, the parties agree as follows:

**I.  
SCOPE OF SERVICES**

DST shall provide all labor, supervision, materials and equipment necessary for completion of the digital video recording distributed network software solution. The work to be completed by DST under this Contract is to install the distributed network solution as described in Exhibits "A" through "D". DST will assist the City of Plano Technical Services Department in the migration of data to the video system at Police Station locations 800, 801 and 802. DST will also provide maintenance of the City's entire Police in-car digital video camera system for a period of one (1) year from the date of execution of this contract. These products and services shall be provided in accordance with the exhibits listed below. The Contract consists of this written agreement and the following items which are attached hereto and incorporated herein by reference:

- (a) Equipment Specifications/Requirements (**Exhibit "A"**);
- (b) Migration Plan (**Exhibit "B"**);
- (c) Functionality/System Limitations (**Exhibit "C"**);
- (d) DST Server Operation Checklist (**Exhibit "D"**);
- (e) DST Terms and Conditions (**Exhibit "E"**);
- (f) Insurance Requirements (**Exhibit "F"**);
- (g) Affidavit of No Prohibited Interest (**Exhibit "G"**);

These documents make up the Contract documents and what is called for by one shall be as binding as if called for by all. In the event of an inconsistency or conflict in any of the provisions of the Contract documents, the inconsistency or conflict shall be resolved by giving precedence first to the written agreement then to the contract documents in the order in which they are listed above. These documents shall be referred to collectively as "Contract Documents."

**II.  
TIME OF COMPLETION**

DST shall commence work immediately after receiving from City a notice to proceed. DST agrees and covenants that all work hereunder shall be complete within 15 business days following the acquisition and installation of necessary network hardware and infrastructure by the City of Plano Technology Services department.

**III.  
WARRANTY**

DST warrants and covenants to City that all goods and services provided by Contractor, Contractor's subcontractors, and agents under the Agreement shall be free of defects and produced and performed in a skillful and workmanlike manner and shall comply with the specifications for said goods and services as set forth in this Agreement. DST warrants that the goods and services provided to City under this Agreement shall be free from defects in material and workmanship, for a period of one (1) year commencing on the date that City issues final written acceptance of the project.

**IV.  
PAYMENT**

Payments hereunder shall be made to DST following city's acceptance of the work and within thirty (30) days of receiving Contractor's invoice for the products and services delivered. Total compensation under this contract shall not exceed the sum of **THIRTY FIVE THOUSAND DOLLARS (\$35,000.00)** of which **FIVE THOUSAND DOLLARS (\$5,000.00)** shall be for installation of the distributed network architecture solution and **THIRTY THOUSAND DOLLARS (\$30,000.00)** shall be for one year's maintenance of the entire Police Department in-car video camera system.

DST recognizes that this Contract shall commence upon the effective date herein and continue in full force and effect until termination in accordance with its provisions. DST and City herein recognize that the continuation of any contract after the close of any given fiscal year of the City of Plano, which fiscal year ends on September 30th of each year, shall be subject to Plano City Council approval. In the event that the Plano City Council does not approve the appropriation of funds for this contract, the Contract shall terminate at the end of the fiscal year for which funds were appropriated and the parties shall have no further obligations hereunder.

**V.  
PROTECTION AGAINST ACCIDENT TO EMPLOYEES AND THE PUBLIC**

DST shall at all times exercise reasonable precautions for the safety of employees and others on or near the work and shall comply with all applicable provisions of Federal, State, and Municipal safety laws. The safety precautions actually

taken and the adequacy thereof shall be the sole responsibility of the Contractor. DST shall indemnify City for any and all losses arising out of or related to a breach of this duty by DST pursuant to paragraph VII. **INDEMNIFICATION** and paragraph VIII. **COMPLIANCE WITH APPLICABLE LAWS** set forth herein.

## VI. LOSSES FROM NATURAL CAUSES

Unless otherwise specified, all loss or damage to DST arising out of the nature of the work to be done, or from the action of the elements, or from any unforeseen circumstances in the prosecution of the same, or from unusual obstructions or difficulties which may be encountered in the prosecution of the work, shall be sustained and borne by DST at its own cost and expense.

## VII. INDEMNIFICATION

DST shall release, defend, indemnify and hold the City, its elected officials, officers and employees harmless from and against all claims, damages, injuries (including death), property damages (including loss of use), losses, demands, suits, judgments and costs, including attorney's fees and expenses, in any way arising out of, related to, or resulting from the services provided by DST under this Agreement or caused by the negligent act or omission or the intentional act or omission of Contractor, its officers, agents, employees, subcontractors, licensees, invitees or any other third parties for whom DST is legally responsible (hereinafter "Claims"). DST is expressly required to defend City against all such Claims.

In the event the City is a named party to a suit arising out of the subject matter of this Contract, the City shall have reasonable input into the selection of defense counsel to be retained by DST in fulfilling its obligation hereunder to defend and indemnify City. City reserves the right to provide a portion or all of its own defense; however, City is under no obligation to do so. Any such action by City is not to be construed as a waiver of Contractor's obligation to defend City or as a waiver of Contractor's obligation to indemnify City pursuant to this Contract. DST shall retain defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this Contract. If DST fails to retain counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and DST shall be liable for all costs incurred by City.

## VIII. COMPLIANCE WITH APPLICABLE LAWS

DST shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations including all amendments and revisions thereto, which in any manner affect DST or the work, and **shall indemnify and save harmless City**

**against any claim related to or arising from the violation of any such laws, ordinances and regulations whether by Contractor, its employees, officers, agents, subcontractors, or representatives.** If DST observes that the work is at variance therewith, DST shall promptly notify City in writing.

**IX.  
VENUE**

The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Contract. The parties agree that this Contract is performable in Collin County, Texas, and that exclusive venue shall lie in Collin County, Texas.

**X.  
ASSIGNMENT AND SUBLETTING**

DST agrees to retain control and to give full attention to the fulfillment of this Contract, that this Contract shall not be assigned or sublet without the prior written consent of City, and that no part or feature of the work will be sublet to anyone objectionable to City. DST further agrees that the subletting of any portion or feature of the work, or materials required in the performance of this Contract, shall not relieve DST from its full obligations to City as provided by this Contract.

**XI.  
INDEPENDENT CONTRACTOR**

DST covenants and agrees that DST is an independent contractor and not an officer, agent, servant or employee of City; that DST shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondeat superior shall not apply as between City and Contractor, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Contractor.

**XII.  
INSURANCE AND CERTIFICATES OF INSURANCE**

DST shall procure and maintain for the duration of the contract insurance coverage as set forth in the Insurance Requirements marked **Exhibit "F"** attached hereto and incorporated herein by reference. DST shall provide a signed insurance certificate verifying that they have obtained the required insurance coverage prior to the effective date of this Contract.

**XIII.  
HINDRANCES AND DELAYS**

No claims shall be made by DST for damages resulting from hindrances or delays from any cause during the progress of any portion of the work embraced in this Contract.

**XIV.  
AFFIDAVIT OF NO PROHIBITED INTEREST**

DST acknowledges and represents it is aware of all applicable laws, City Charter, and City Code of Conduct regarding prohibited interests and that the existence of a prohibited interest at any time will render the Contract voidable. DST has executed the Affidavit of No Prohibited Interest, attached and incorporated herein as **Exhibit "G"**.

**XV.  
SEVERABILITY**

The provisions of this Contract are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Contract is for any reason held to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Contract. However, upon the occurrence of such event, either party may terminate this Contract by giving the other party thirty (30) days written notice.

**XVI.  
TERMINATION**

City may, at its option, with or without cause, and without penalty or prejudice to any other remedy it may be entitled to at law, or in equity or otherwise under this Contract, terminate further work under this contract, in whole or in part by giving at least thirty (30) days prior written notice thereof to DST with the understanding that all services being terminated shall cease upon the date such notice is received.

**XVII.  
ENTIRE AGREEMENT**

This Contract and its attachments embody the entire agreement between the parties and may only be modified in writing if executed by both parties.

**XVIII.  
CONTRACT INTERPRETATION**

Although this Contract is drafted by City, should any part be in dispute, the parties agree that the Contract shall not be construed more favorably for either party.

**XIX.  
SUCCESSORS AND ASSIGNS**

This Contract shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns.

**XX.  
HEADINGS**

The headings of this Contract are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

**IN WITNESS WHEREOF**, the parties have executed this Contract by signing below.

**DIGITAL SAFETY TECHNOLOGIES, INC.**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CITY OF PLANO, TEXAS**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Thomas H. Muehlenbeck  
CITY MANAGER

APPROVED AS TO FORM

  
\_\_\_\_\_  
Diane C. Wetherbee, CITY ATTORNEY



## EXHIBIT "A"

### Equipment Specifications/Requirements

#### 1. Storage requirement estimation

The following assumptions for the required server storage have been developed by Digital Safety Technologies, Inc. (DST, Inc.) and the City of Plano will purchase hardware and storage based on these calculations:

- 1.5GB/hour/vehicle with the Plano Police Department's current configuration
- $1.5\text{GB/hour/vehicle} * 10 \text{ vehicles} * 3 \text{ hours/day} = 45\text{GB/day}$
- $45\text{GB/day} / 86400\text{sec/day} * 8192\text{Mb/GB} = \sim 4.3\text{Mb/sec}$
- $45\text{GB/day} * 90\text{days} = 4.05\text{TB}$  projected Main Server storage (at 801 and 802)
- $1.5\text{GB/hour/vehicle} * 70 \text{ vehicles} * 3 \text{ hours/day} * 1 \text{ evidentiary/10 total} * 365\text{days} = \sim 11.5\text{TB}$  projected to the Event Consolidation Server storage
- 5TB current video total at site 800 (70 vehicles, 3 month retention)
- .8TB current evidence total at site 800

#### 2. Pre-existing main server specifications

- The Existing Hewlett-Packard 1U server standard applied to Digital Patroller applications will suffice.
- The server will also run SQL, so minimally 2 processors, optimally 4 (Supported by SQL Server 2005 Standard edition and above).
- A minimum of 4GB of RAM is needed to support SQL queries and file services for large video files.

#### 3. New Network Hardware

- Equipment determinations have been made and this document has been updated accordingly. This equipment specification includes SAN equipment selections made by Plano Technology Services.
- See Plano Technology Service quotes for actual equipment details.
- See updated logical "Target Solution" diagram and Plano Technology Services physical-layer network diagram containing intended configuration of actual equipment. If the equipment selections, physical or logical configurations by Plano Technology Services have or will change, this could potentially affect the outcome of this solution.

#### 4. Firewall specifications

- The existing Digital Patroller garage-to-main rule set between PDDVR01 and PDDVR02 demonstrates the necessary policy capabilities of these new firewalls.
- These firewalls will isolate the “exposed” parking lots from the Plano City private LAN.
- Plano anticipates implementing a cost-effective standard firewall device with GB throughput capacity. These firewalls meet or exceed the requirements:
  - Support existing Digital Patroller software network security policies
  - Support 100Mb throughput, although Digital Patroller software theoretically will use approximately 5Mb/sec average daily in initial deployment

#### 5. Event Consolidation Server

- The Event Consolidation Server is currently installed on a “blade” server, using SAN equipment for incident footage storage. Near-term capacity constraints on that SAN equipment are being addressed as part of the upgrade plan described below.
- To ease migration, the replacement server’s initial storage should be configured at the same drive letters as the existing.
- The following minimum specifications (identified to support a collocated installation of Digital Patroller ECS services and the backing SQL in this environment) are met by this existing server:
  - 2GB RAM
  - 2 CPUs
  - GB NIC
  - 2TB usable storage
  - Expandable storage (may be additional logical drives) to address delays in returning to the desired SAN solution.

#### 6. Garage (“docking”) server specifications

- Plano’s existing minimal standard (1U HP) server configuration will suffice. These servers will transfer and provide transitory storage for approximately 45GB of video/day average, based on the above 801 and 802 utilization projections.
- 1-2GB ram
- 1-2CPUs
- .5TB usable storage (for example, RAID1 750GB internal drives)
- 2 Ethernet interfaces

## EXHIBIT "B"

### Migration Plan

#### Stage 1: Offsite and Plano Technology Services Preparation Actions

TASK	OWNER	DEPENDENCIES
Acquire equipment according to specifications	Plano Technology Services	May 26, 2009
Assign final IP Addresses	Plano Technology Services	June 2, 2009
Update target design with new IPs, final sign-off	DST	Technology Services approval
LAN/WAN/Firewall configured to support designed solution	Plano Technology Services	June 23, 2009
Identify desired domain account configuration for new servers	Plano Technology Services	June 23, 2009
Install server hardware and OS on new equipment	Plano Technology Services	June 23, 2009
Install SAN expansion in preparation for Event Consolidation Server allocation	Plano Technology Services	June 23, 2009
Estimate time required for storage expansion (adjusting if necessary)	Plano Technology Services	June 23, 2009

#### Stage 2: Onsite Preparation at 800

Schedule outage of ECS server located at 800	Plano Technology Services Plano Police Department	Garage and main servers continue to operate
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#### Stage 3: Migration at 800

Stop Digital Patroller, IIS and SQL services. Disable automatic start-up (800)	DST	June 24, 2009
Extend storage (800)	DST Plano Technology Services	June 30, 2009
Restart SQL, IIS and Digital Patroller services	DST Plano Technology Services	July 1, 2009
Verify DPView client	DST	

functionality	Plano Police Department	July 2, 2009
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#### Stage 4: Onsite Preparation at 801 and 802

Inspect and verify equipment and software inventory (801 & 802)	DST Plano Technology Services Plano Police Department	July 6, 2009
Validate base OS install	DST Plano Technology Services Plano Police Department	July 7, 2009
Configure IP in temporary location for 801 and 802	Plano Technology Services DST	July 8, 2009
Verify firewall configuration to support new garage server relationship	DST Plano Technology Services	July 9, 2009
Configure domain membership and accounts as identified	DST Plano Technology Services	July 10, 2009
Install Garage service PD80xDVR02	DST	July 13, 2009
Schedule and communicate outage of garage servers and main server (800, 801, 802)	DST Plano Technology Services Plano Police Department	July 14, 2009
Migration at 801 and 802		July 15, 2009

#### Stage 5: Migration at 801 and 802

<b>PD80xDVR02</b>		
Stop garage service on Main Server	DST	July 16, 2009
Move main server to private network and reconfigure NIC/IP	DST	July 17, 2009

<b>PD80xDVR01</b>		
Configure IP on new garage server and attach to network	DST	July 21, 2009
Verify connectivity and video transfer from docking server to main server	DST	July 22, 2009

### Stage 6: DPView Configuration

Provide launch script to connect DPView to various servers	DST	July 23, 2009
Verify that DPView can connect across all sites	DST	July 24, 2009
Remove the temporary direct-Ethernet connected devices from remote site (801, 802)	DST	July 27, 2009

### Stage 7: Testing and Acceptance

All equipment and software installed by DST shall be tested for a period of seven consecutive days to verify that the installation is complete and meets functionality requirements as outlined in Exhibit B to this Agreement. A 95 % pass rate must be maintained during this period before City will accept the system and the maintenance period for the distributed network architecture will commence.

## EXHIBIT "C"

### New Functionality

- Any workstation will be able to connect to a remote site local main server at high speed and view incidents which were downloaded to the local garage server.
- All incidents, regardless of evidentiary status and classification, will be held at the local server for 90 days
- A user-definable rule set specified at each source server determines which incidents are aggregated to the Event Consolidation Server at 800. Minimally, this rule set will include all evidentiary files.
- A static copy of evidence from all sites is available at high speed for users at 800 after the 24-hour consolidation period.
- Event consolidation can be forced but may impair other business network functions depending on available bandwidth to the site.
- Evidence is consolidated into a single server, without inclusion of non-evidentiary data, for limited back-ups and redundant storage.

### System Limitations

- Only one server may be viewed at a time, which is controlled by a registry entry or a DPView connection script run automatically during upload.
- Server selection is not available in the DPView User Interface.
- Incident IDs are recreated (unique and distinct) at the Event Consolidation Server.
- Changes to incident metadata are not synchronized after initial consolidation.
- Each docking server must contain vehicle and officer information. Undefined vehicles or officers will receive a default ID.
- If the configuration of the firewall as listed in Exhibit B, Stage 4 Onsite Preparation at 801 and 802, requires an extended period of time, this will affect the amount of time that is required to complete the implementation.

**EXHIBIT "D"**

**System Information**

<b>Plano PD Checklist</b>	Event Consolidation Server
<b>Plano PD Software</b>	X.X.X Software Release
<b>Acceptance Test Date</b>	
<b>DST Lead Signature</b>	Print:
	Sign:
<b>Plano PD Supervisor Signature</b>	Print:
	Sign:
<b>Plano TS Signature</b>	Print:
	Sign:

**Server Operation Checklist**

<b>Equipment/Issue</b>	<b>Checklist Item</b>	<b>Post</b> √	<b>Comments</b>
800 Server	Database is complete with MDVR #s, Vehicle/User IDs, and settings as requested		
801 Server	Database is complete with MDVR #s, Vehicle/User IDs, and settings as requested		
802 Server	Database is complete with MDVR #s, Vehicle/User IDs, and settings as requested		
<b>Data transfer</b>	Each server can <u>push</u> selected events to the ECS once per day. The time of the transfer is selectable so it may be scheduled for "off peak" hours. The substation system may be configured to push a copy of the event – leaving a <i>copy</i> on the precinct system – or <i>move</i> the event, thereby purging it from the precinct system.		
<b>Data Transfer Confirmed</b>	Data being pushed to the ECS server arrives at the		

	ECS within 24 hours of storage at the substation server.		
<b>Data Queries</b>	Data can be searched, viewed and audio can be heard at the remote server sites from any computer on the network.		

## TERMS & CONDITIONS

*These Terms & Conditions apply to your purchase and license of the products and/or services, including any Integrian branded products from Digital Safety Technologies, Inc. ("DST").*

**Warranties:** *DST Hardware.* DST warrants its hardware against defects in material and workmanship under normal use for a period of twelve months from the date of shipment. DST hardware covered by this warranty includes the DVR, the components within the DVR and Integrian branded equipment sold in connection with the DVR. This warranty extends only to original purchaser. The exclusive remedy and the entire liability of DST and its suppliers under this warranty will be the charge of DST or it's service center to replace or repair upon return of the equipment to DST or it's authorized service center, freight pre-paid. The 'blade' or detachable portion of the DVR is designed and manufactured for occasional removal and reattachment only. Removing the blade on a regular or excessive basis, as the primary method of offloading information from the DVR may cause damage to parts of the blade and DVR and such damage is not covered by this warranty. Damage to the blade that occurs from negligence or carelessness while the blade is not attached to the DVR is not covered by this warranty. DST technical support must be contacted prior to the removal of any hardware from any vehicle, and a determination of hardware failure must be made and a Return Materials Authorization (RMA) must be issued prior to the return of any hardware to DST for warranty repair or replacement. Certain environmental factors may affect the practical functionality of DST hardware which is not considered cause for repair under this warranty agreement. Improper mounting of hardware may void this warranty. Please consult DST for an outline of published hardware mounting locations and temperature operating conditions. DST does not authorize the customization of it's hardware by the customer, and will void this warranty.

**DST Software:** DST warrants its software will perform substantially in accordance with the documentation provided for a period of twelve months from the date of shipment. DST software covered by this warranty includes the firmware embedded in the DVR and DST software products on the associated Quote or Purchase Order. DST does not warrant third-party software sold, recommended or used in connection with DST software, including without limitation, operating systems, which are licensed AS-IS, and DST disclaims all liability in connection therewith. DST may meet its warranty obligations herein by providing access to patches, fixes, service packs and updated versions of its software, including by providing Customer with access to a download link on its website. Customer will provide DST with access to servers on which DST's software is located so that DST may perform diagnostics, analysis and repair remotely. If Customer refuses to provide remote access to servers where DST's software is located, Customer will be charged for on-site repair services required to complete software warranty repairs. DST does not authorize the customization of it's software by the customer, and will void this warranty.

**Third Party Hardware and Software:** DST will pass third party warranties to the extent allowed by original equipment manufacturers or third party providers of equipment sold by DST in connection with the sale of DST hardware. However, other than DST hardware and DST software, DST does not warrant equipment, hardware or equipment sold or recommended by DST or its distributors in connection with DST equipment, and disclaims all liability in connection therewith.

**Intellectual Property Infringement:** DST warrants that, for a period of three years from the date of shipment, the Customer's use of the DST hardware and DST software in connection with the DST products and for the purposes and in the manner provided in DST's user manual, will not violate, and will not cause the Customer to violate, the terms of the intellectual property rights of other parties. To the extent that the foregoing warranty is violated, DST may provide a non-infringing workaround providing substantially the same functionality as the original and/or obtain for Customer the right to continue using the infringing technology. To the extent that DST is able to provide the foregoing, that shall be DST's sole liability under this warranty. To the extent the following is not provided within a reasonable time, Customer may require DST to repurchase the infringing DST product at the original price less 1/3rd of such price for each year since shipment of the product. DST may meet its warranty obligations to provide a workaround by providing access to patches, fixes, service packs and updates versions of its software on its or a third party's website.

**Non-Warranty Support & Maintenance; Installation:** Repairs, replacements, customer support and upgrades not specifically listed above, as well as extended warranty periods, may be available for purchase by Customer as an additional product or service. Please speak with your sales representative for further information. Installation services, if purchased as indicated on the quote or purchase order, assumes no atypical obstructions or difficulties in the vehicles, computers, offices, depots and other facilities and equipment on which the product is to be installed or in obtaining access thereto by DST and its subcontractors. Additional charges may be required in such cases.

**Payment Terms:** Payment for equipment and software is due net 30 days from shipment to Customer. Payment for services are due net 30 days from installation or completion of services (except in the event of prepaid services, such as support & maintenance Agreements or extended warranties, which are due net 30 from invoice). DST reserves the right to charge a late payment fee on all outstanding accounts in the amount of the *lesser* of: 1.5% per month or the highest amount allowable under applicable law. DST may also collect reasonable attorneys' fees and expenses incurred or owed in connection with collection of past due amounts. Payments from a Customer will be applied first against such fees and expenses, then against accrued interest and then against outstanding accounts from longest outstanding to most recent, unless DST determines otherwise in its discretion.

**License of Software:** Digital Safety Technologies software is licensed and not sold and is subject to the terms and conditions of DST's end-user license agreement, which may be found at: [www.digitalsafetech.com/index.php/homepage/support/software-user-license-agreements](http://www.digitalsafetech.com/index.php/homepage/support/software-user-license-agreements), and is incorporated by reference herein. Customer should review these terms and conditions and purchase/license or use of the product by Customer and/or its personnel or agents indicates agreement to such terms and conditions.

**Intellectual Property:** DST and its suppliers retain all rights to intellectual property incorporated into or relating to the products and services sold or licensed hereunder. The products and services sold or licensed hereunder are not "works for hire" and Customer is claiming no rights with regard thereto.

**Export Prohibited:** Customer represents that it is not purchasing or licensing the DST products for resale, distribution or other transfer into another country and that Customer is aware that any such transfer or exporting of DST products may violate U.S. or foreign import or export laws, for which Customer would be wholly responsible.

**Subcontractors.** DST may engage subcontractors to perform installation, support and other services hereunder.

**These Terms and Conditions Supersede Others:** These terms and conditions, along with the products and prices set forth on the quote or purchase order with which these terms and conditions are attached or associated form the contract by which Customer is purchasing and licensing the products and services on such quote or purchase order and may not be varied or changed without the express written consent of both Customer and DST. Customer and DST agree that additional payment terms or other conditions which may be included on Customer forms (such as invoices, orders, statements) or correspondence, whether prior to, simultaneously with, or following the entering into of the Quote or Purchase Order, shall not form part of this contract and shall not constitute a counteroffer or offer for a new contract which may be accepted by DST's performance, delivery or reply and shall not be binding or enforceable, unless specifically and expressly agreed to for each such additional term in writing by DST.

**Governing Law; Venue:** The parties agree that Texas law, excluding its choice of law or conflicts-of-laws provisions, shall apply to the interpretation and enforcement of this Quote or Purchase Order (including these terms and conditions), and that the exclusive jurisdiction for the filing of litigation relating to or arising out of this Quote or Purchase Order (including these terms and conditions) and the performance hereunder, shall be federal or state courts sitting in, Collin County, Texas and the parties herein submit to and will not contest personal jurisdictions of such courts.

**DISCLAIMERS AND LIMITATIONS:** PLEASE READ CAREFULLY: EXCEPT AS EXPRESSLY PROVIDED IN THE WARRANTIES SET FORTH ABOVE, THE PRODUCT AND SERVICES SOLD OR LICENSED HEREUNDER ARE PROVIDED "AS IS" WITHOUT WARRANTY OR INDEMNIFICATION OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THE WARRANTY OF NON-INFRINGEMENT. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IN JURISDICTIONS WHERE WARRANTIES, GUARANTEES, REPRESENTATIONS, AND/OR CONDITIONS OF ANY TYPE MAY NOT BE DISCLAIMED OR LIMITED, ANY SUCH WARRANTY, GUARANTEE, REPRESENTATION AND/OR WARRANTY IS: (1) HEREBY LIMITED TO THE PERIOD OF EITHER (A) THIRTY (30) DAYS FROM THE DATE OF INSTALLATION OR (B) THE SHORTEST PERIOD ALLOWED BY LAW IN THE APPLICABLE JURISDICTION IF A THIRTY (30) DAY LIMITATION WOULD BE UNENFORCEABLE; AND (2) DST'S SOLE LIABILITY FOR ANY BREACH OF ANY SUCH WARRANTY, GUARANTEE, REPRESENTATION, AND/OR CONDITION SHALL BE TO REPAIR OR REPLACE THE AFFECTED PRODUCT(S). WARRANTIES SHALL NOT APPLY TO THE EXTENT PERFORMANCE OR USE OF THE PRODUCTS OR SERVICES IS ADVERSELY IMPACTED BY PRODUCTS OR SERVICES OF OTHERS, OR USE OF THE PRODUCTS OR SERVICES IN A MANNER OTHER THAN RECOMMENDED IN DST DOCUMENTATION.

IN NO EVENT SHALL DST OR ITS SUPPLIERS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER OR NOT LICENSOR HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND ON ANY THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE PRODUCTS OR SERVICES SOLD OR LICENSED HEREUNDER. SOME JURISDICTIONS PROHIBIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

**EXHIBIT "F"**

**Insurance Requirements and Agreement**

**Requirements**

DST performing work on City property shall provide the City a certificate of insurance evidencing the coverages and coverage provisions identified herein. DST shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of coverages as required herein or that the subcontractors are included under DST's policy. The City, at its own discretion, may require a certified copy of the policy.

All insurance companies and coverages must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must be acceptable to the City of Plano.

Listed below are the types and amounts of insurance required. The City reserves the right to amend or require additional types and amounts of coverages or provisions depending on the nature of the work.

Type of Insurance	Amount of Insurance	Provisions
<p><b>1. Commercial General (Public) Liability to include coverage for:</b></p> <ul style="list-style-type: none"> <li>a) Premises/Operations</li> <li>b) Products/Completed Operations</li> <li>c) Independent Contractors</li> <li>d) Personal Injury</li> <li>e) Contractual Liability</li> </ul>	<p>\$500,000 each occurrence, \$1,000,000 general aggregate;</p> <p align="center">Or</p> <p>\$1,000,000 combined single limits</p>	<p>City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage.</p> <p>City prefers that insurer be rated B+VI or higher by A.M. Best or A or higher by Standard &amp; Poors</p>
<p><b>2. Business Auto Liability</b></p>	<p>As required by State of Texas</p>	
<p><b>3. Workers' Compensation &amp; Employers' Liability</b></p>	<p>Statutory Limits \$100,000 each accident</p>	<p>City to be provided a waiver of subrogation</p>

Questions regarding this insurance should be directed to the City of Plano Purchasing Department (972) 941-7557.

*This form must be signed and returned with your quotation to verify that you can and will meet the insurance requirements listed herein should you be selected to perform work for the City, and will provide the certificates of insurance acceptable to the City. A **PURCHASE ORDER WILL NOT BE ISSUED WITHOUT EVIDENCE OF INSURANCE.***

**AGREEMENT**

**I agree to provide the above-described insurance coverages if selected to perform work for the City of Plano. I also agree to provide the City evidence of insurance coverage on any and all subcontractors performing work on the project.**

Project/Bid #:

\_\_\_\_\_  
Company:

\_\_\_\_\_  
Printed Name: \_\_\_\_\_ Vendor # (if applicable) \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Return Signed Form

to: \_\_\_\_\_





**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Council Meeting Date:	<b>4/14/09</b>	Reviewed by Legal <i>AW</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Development Business Center		Initials	Date
Department Head	Frank F. Turner	Assistant City Manager		
Dept Signature:		Deputy City Manager	<i>[Signature]</i>	<i>4/17/09</i>
		City Manager	<i>[Signature]</i>	<i>4/21/09</i>
Agenda Coordinator (include phone #): <b>Sherry Jackson - Ext. 7122</b>				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
<b>CAPTION</b>				
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS APPROVING THE SALE OR DISPOSAL OF AN ASSET WHOSE VALUE EXCEEDS FIFTY THOUSAND DOLLARS (\$50,000.00) BY THE DEDICATION AND CONVEYANCE OF PROPERTY TO NORTH TEXAS MUNICIPAL WATER DISTRICT, AS ADOPTED IN THE AGREEMENT BY AND BETWEEN THE CITY OF ALLEN, TEXAS, THE CITY OF FRISCO, TEXAS AND THE CITY OF PLANO, TEXAS, PERTAINING TO THE CREATION OF A PERFORMANCE ARTS CENTER IN COLLIN COUNTY, TEXAS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.				
<b>FINANCIAL SUMMARY</b>				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS:				
<b>SUMMARY OF ITEM</b>				
Dedication and conveyance of easement to NTMWD by ACC. ACC is receiving more than \$50,000 from NTMWD in lieu of the dedication and therefore has to be approved by the three owner cities.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
EXHIBIT "A" - RESOLUTION 46-3-09 (ACC)				

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE SALE OR DISPOSAL OF AN ASSET WHOSE VALUE EXCEEDS FIFTY THOUSAND DOLLARS (\$50,000.00) BY THE DEDICATION AND CONVEYANCE OF PROPERTY TO NORTH TEXAS MUNICIPAL WATER DISTRICT, AS ADOPTED IN THE AGREEMENT BY AND BETWEEN THE CITY OF ALLEN, TEXAS, THE CITY OF FRISCO, TEXAS AND THE CITY OF PLANO, TEXAS, PERTAINING TO THE CREATION OF A PERFORMANCE ARTS CENTER IN COLLIN COUNTY, TEXAS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, at a regularly scheduled meeting of the Arts of Collin County Commission, Inc., (hereafter ACC), with a quorum in attendance, the ACC reviewed and approved the dedication and conveyance of property to North Texas Municipal Water District (NTMWD), an asset, as set forth in Resolution No 46-3-09, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference; and,

**WHEREAS**, the City of Plano is one of the owners of the ACC, and in accordance with the terms and conditions of the agreement entered into by and between the Cities of Allen, Frisco, and Plano in 2004, each city must approve of any disposal of an asset that exceeds \$50,000 in value; and,

**WHEREAS**, the City Council of the City of Plano finds that the asset proposed to be dedicated and its value as represented by the ACC is at least \$50,000 and the City approves of the action of the ACC and finds that the dedication is in the best interest of the ACC and will improve use of the ACC property.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, THAT:**

**Section I.** The recitals set forth above are true and correct and are adopted herein verbatim as if fully set forth at length.

**Section II.** The City Council of the City of Plano approves of the dedication and conveyance of property for the construction and maintenance of utilities as set forth in Resolution 46-3-09 to North Texas Municipal Water District.

**Section III.** It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Resolution are severable, and if any phrase, clause, sentence, or section of this Resolution shall be declared unconstitutional or invalid by any court of competent jurisdiction, such

unconstitutionality or invalidity shall not affect any other remaining phrase, clause, sentence, paragraph or section of this Resolution.

**Section IV.** The Resolution shall become effective immediately from and after its passage.

**DULY PASSED AND APPROVED** this the \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Pat Evans, MAYOR

ATTEST:

\_\_\_\_\_  
Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
Diane C. Wetherbee, CITY ATTORNEY

**RESOLUTION NO. 46-3-09**

**A RESOLUTION OF THE ARTS OF COLLIN COUNTY COMMISSION, INC., TO DEDICATE AND CONVEY A PORTION OF LAND TO THE NORTH TEXAS MUNICIPAL WATER DISTRICT, COLLIN COUNTY, TEXAS TO DEDICATE AND MAINTAIN A UTILITY EASEMENT ALONG STATE HIGHWAY 121; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Arts of Collin County Commission, Inc., (hereafter ACC) is the owner of the property identified in Exhibit A attached; and,

**WHEREAS**, the North Texas Municipal Water District; (hereafter NTMWD) requires the easement dedication and right to construct, reconstruct, operate, repair, maintain, re-build, replace, relocate, alter, remove and perpetually maintain public utilities, together with all incidental improvements, and all necessary laterals in, upon and across the specified portion of the property along State Highway 121 for the purpose of the construction and maintenance of a sanitary sewer line utility and,

**WHEREAS**, the ACC finds that the dedication is necessary to construct and maintain the utility; and,

**WHEREAS**, in February of 2004, the Cities of Allen, Frisco and Plano entered into an Interlocal Agreement (hereinafter "ILA") regarding the creation of a performing arts center in Collin County, Texas; and,

**WHEREAS**, Article III (f) of the ILA states: "The Corporation shall have all powers provided by law except those that are reserved by the Cities." The following rights are specifically reserved by the Cities: (f) Sale or disposal of an asset whose value exceeds \$50,000.; and,

**WHEREAS**, the dedication and conveyance of the property identified in Exhibit A involves the disposal of an asset whose value exceeds \$50,000; and,

**WHEREAS**, it is anticipated that the Cities of Allen, Frisco and Plano will approve the proposed dedication and conveyance;

**NOW, THEREFORE, BE IT RESOLVED BY THE ARTS OF COLLIN COUNTY COMMISSION, INC., THAT:**

**SECTION 1.** That the dedication follows the proposed boundaries of the roadway, and that the sanitary sewer line utility is important to provide improvements to the member cities of the NTMWD. The requested Permanent Easements include 0.289 acres and the Temporary Easements for this pipeline will require 4.454 acres. NTMWD will restore the property after the pipeline is placed and the compensation for the easements would be One Hundred and Twenty Eight Thousand and Twenty Nine Dollars (\$128,029.00). Exhibit A (the Easement for Right-of-Way document) is the agreement being approved by the ACC.

**SECTION 2.** That there is no feasible or prudent alternative to the taking of a portion of the ACC property for the construction of a sanitary sewer line utility and that all reasonable planning to minimize harm to the future use of the property has been taken in determining the scope of this taking.

**SECTION 3.** Should any sentence, paragraph, subdivision, clause, phrase or section of this resolution be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this resolution as a whole, or any part of provisions thereof other than the part so decided to be invalid, illegal or unconstitutional.

**SECTION 4.** This Resolution shall become effective immediately from and after its passage.

DULY PASSED AND APPROVED BY THE BOARD OF DIRECTORS OF THE ARTS OF COLLIN COUNTY COMMISSION, INC., ON THIS THE 19 DAY OF MARCH 2009.

**APPROVED:**

  
STEVE MATTHEWS, PRESIDENT

**ATTEST:**

 BETTY BELL MUNS, SECRETARY

EASEMENT FOR RIGHT-OF-WAY  
SANITARY SEWER PIPELINE  
INDIAN CREEK FORCE MAIN  
PROJECT 139, IRS 06-1

STATE OF TEXAS           §        KNOWN ALL MEN BY THESE PRESENTS:  
                                  §  
COUNTY OF COLLIN       §

THAT the undersigned, **The Arts of Collin County Commission, Inc.**, (hereinafter called "Grantor") for and in consideration of the sum of One-Hundred-Twenty-Eight Thousand and Twenty-nine AND NO/100 DOLLARS (\$128,029.00) cash in hand paid by the **NORTH TEXAS MUNICIPAL WATER DISTRICT** (hereinafter called "Grantee") and other good and valuable consideration the receipt of which is hereby acknowledged and confessed, has granted, sold and conveyed, and by these presents, does grant, sell and convey unto the Grantee a Permanent Easement and right-of-way, along with a Temporary Construction Easement, in and through those certain premises owned by Grantor to construct, operate, reconstruct, perpetually maintain and remove one pipeline, for the transportation of wastewater (the "Sanitary Sewer" pipeline), with all incidental equipment, and appurtenances under or through the following described lands situated in Collin County, Texas, to-wit:

**BEING** a tract of land situated in the Shadrick Jackson Survey, Abstract No. 489, City of Allen, Collin County, Texas, and being a part of that same tract of land as described in deed **The Arts of Collin County Commission, Inc.** recorded in Volume 6000, Page 5392 in the Deed Records of Collin County, Texas (DRCCT), and being more particularly described as follows:

**BEING** a tract of land situated in the Shadrick Jackson Survey, Abstract No. 489, City of Allen, Collin County, Texas, and being a part of that same tract of land as described in deed to **The Arts of Collin County Commission, Inc.** recorded in Volume 6000, Page 5392 in the Deed Records of Collin County, Texas (DRCCT), and being more particularly described as follows:

SEE ATTACHED EXHIBIT "A" FOR DESCRIPTION

The Grantee shall utilize the easement for one Sanitary Sewer pipeline and appurtenances, including above grade appurtenances consisting of man holes and access covers (referred to herein collectively as "Grantees pipeline or the pipeline") as may be required for its operation of the pipeline. Grantee, and Grantee's successors and assigns, shall have the continued and unobstructed right of ingress and egress over the permanent easement granted for the installation, operation, inspection, and maintenance of Grantee's pipeline.

The Temporary Construction Easement granted and described herein will terminate and cease upon completion of the construction and testing of the pipeline. Said Temporary Construction Easement is described in Exhibit "A".

2-6

Grantee, and Grantee's successors and assigns, agrees to bury said pipeline to a depth of at least 48" from the top of the pipeline to existing ground surface except where burying the pipeline to such depth would impair the normal and efficient operation of the pipeline. Grantee will, insofar as practicable, restore the ground disturbed by the laying, constructing, repairing, maintaining, replacing or removing of said pipeline, and will take such steps as may be reasonably required to prevent damage to the property of Grantor from soil erosion resulting from operations of Grantee hereunder. Grantee will separate the topsoil during construction by double-ditching and will restore said topsoil within the easement. Grantee shall leave the surface as nearly as reasonably possible as it was prior to the construction of the pipeline and will restore all improvements, including fences, driveways, bridges, drainage channels, and other improvements damaged through the use of said easement to substantially the same condition as they were prior to the construction of the pipeline. Grantee agrees to re-seed the easement areas after construction of said pipeline.

Grantee has the right to trim or cut down or eliminate trees or shrubbery to the extent, in the reasonable judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with the installation and operation of said pipelines and to remove possible hazards thereto, and the right to remove or prevent the construction of any and all improvements, buildings, reservoirs or other obstructions on said permanent easement, except as are specifically allowed under the terms hereof. Grantor shall not construct or permit to be constructed, any house, building, reservoir, or other prohibited improvement on or within the permanent easement or remove soil which would impair the lateral support for Grantee's pipeline or leave it with insufficient cover for the safe operation of said pipeline. However, Grantor retains the right to cross the permanent easement area with fences, streets, roads, and utilities ("facilities") at angles not less than 45 degrees provided that said facilities do not endanger or interfere with Grantee's pipeline and provided that Grantee is provided with a copy of the construction plans and drawings not less than 30 days before the beginning of construction of said facilities. Grantor shall not grant any other easements within the permanent easement which would (1) endanger or interfere with the safe and efficient operation of Grantee's pipeline, or (2) cross Grantee's easement at less than a 45 degree angle. Grantee may not fence or enclose the easement but may install gates in any fence along or crossing the easement for access.

If Grantee should abandon the rights granted herein for said pipeline and appurtenances constructed upon said land and, if such abandonment should continue for a continuous period of thirty-six (36) months, all rights of Grantee herein shall terminate and revert to Grantor, their heirs, legal representatives, successors and assigns. Grantee shall have the right for one year following any termination of this easement to remove its pipe, valves and all other property. Following the expiration of such period, any such property remaining on said land shall be and become the property of Grantor.

Grantee shall have the right to assign the easement in whole or in part to one or more assignees. Grantee, shall indemnify, defend, assume all liability for, and hold harmless the Grantor, its successors and assigns, from all actions, claims, suits, penalties, obligations, liabilities, and/or injuries and/or death to persons that may be caused by Grantee's activities pursuant to this Easement, or arising out of or in connection with such activities. Nothing in this indemnity provision shall be read to extend indemnification to Grantor for Grantor's own

negligence, gross negligence, or intentional tortious acts in the performance of this Easement.

The above described easements and rights shall inure unto the said Grantee, and Grantee's successors and assigns, and the covenants and agreements contained herein shall constitute covenants running with the land, binding upon Grantor, its legal representatives, successors and assigns, for the benefit of Grantee, and Grantee's successors and assigns.

By executing this Easement, the undersigned represents that they are duly authorized to execute this document; that Grantor is the owner of fee simple title to the property across which the easement is being granted; that the property is held by Grantor free and clear of any liens or encumbrances and that Grantor is the sole party entitled to receive the consideration being paid for the easement.

**TO HAVE AND TO HOLD** unto the said **NORTH TEXAS MUNICIPAL WATER DISTRICT**, its successors and assigns, the above described easement and right-of-way, and I do hereby bind myself, any heirs, executors, and administrators to warrant and forever defend all and singular the said premises to the **NORTH TEXAS MUNICIPAL WATER DISTRICT**, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof herein.

WITNESS OUR HANDS this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

**GRANTOR:**

\_\_\_\_\_

**ACKNOWLEDGMENT**

THE STATE OF TEXAS            §  
  §  
COUNTY OF COLLIN           §

Before me, the undersigned authority, on this day personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Notary Public in and for  
the State of Texas

My commission expires: \_\_\_\_\_

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PARCEL 3A  
PAGE 1 of 4

**EXHIBIT "A"**

**NORTH TEXAS MUNICIPAL WATER DISTRICT  
INDIAN CREEK FORCE MAIN PROJECT-PHASE 2  
PERMANENT SANITARY SEWER EASEMENT  
OWNER  
THE ARTS OF COLLIN COUNTY COMMISSION, INC.**

**Description for Parcel 3A  
0.098 Acres**

**BEING** a tract of land situated in the Shadrick Jackson Survey, Abstract No. 489, City of Allen, Collin County, Texas, and being a part of that same tract of land as described in deed The Arts of Collin County Commission, Inc. recorded in Volume 6000, Page 5392 in the Deed Records of Collin County, Texas (DRCCT), and being more particularly described as follows:

**BEGINNING** at a 1/2-inch iron rod found at the intersection of the south line of State Highway No. 121 (controlled access highway having a variable width right-of-way), with the southwest line of Exchange Parkway (variable width right-of-way), and lying in a non tangent circular curve to the right having a radius of 75.50 feet;

**THENCE** southeasterly along the southwest line of said Exchange Parkway and said curve to the right, through a central angle of 17°45'56", an arc distance of 23.41 feet and having a chord which bears S 54°35'56" E, 23.32 feet;

**THENCE** S 66°20'05" W, departing the southwest line of said Exchange Parkway, at all times remaining 20.00 feet south of and parallel to the south line of said State Highway No. 121, 28.84 feet;

**THENCE** N 68°39'55" W, 14.14 feet;

**THENCE** S 66°20'05" W, at all times remaining 10.00 feet south of and parallel to the south line of said State Highway No. 121, 360.92 feet;

**THENCE** N 68°39'55" W, 14.14 feet to a point in the south line of State Highway No. 121;

**THENCE** N 66°20'05" E, along the south line of said State Highway No. 121, 397.77 feet to the POINT of BEGINNING and containing 4,280 square feet or, 0.098 acre of land.

**TOGETHER** with a temporary construction easement adjoining the south line of the aforescribed 10 foot wide sanitary sewer easement being described as follows.

PARCEL 3A  
PAGE 2 OF 4

**NORTH TEXAS MUNICIPAL WATER DISTRICT  
INDIAN CREEK FORCE MAIN PROJECT-PHASE 2  
TEMPORARY CONSTRUCTION EASEMENT**

**BEING** a tract of land situated in the Shadrick Jackson Survey, Abstract No. 489, City of Allen, Collin County, Texas, and being a part of that same tract of land as described in deed The Arts of Collin County Commission, Inc. recorded in Volume 6000, Page 5392 in the Deed Records of Collin County, Texas (DRCCT), and being more particularly described as follows:

**COMMENCING** at a 1/2-inch iron rod found at the intersection of the south line of State Highway No. 121 (controlled access highway having a variable width right-of-way), with the southwest line of Exchange Parkway (variable width right-of-way), lying in a circular curve to the right having a radius of 75.50 feet;

**THENCE** southeasterly, along the southwest line of said Exchange Parkway and said curve to the right, through a central angle of  $17^{\circ}45'56''$ , an arc distance of 23.41 feet and having a chord which bears  $S\ 54^{\circ}35'56''\ E$ , 23.32 feet to the **POINT of BEGINNING**;

**THENCE** southeasterly, continuing along the southwest line of said Exchange Parkway, through a central angle of  $21^{\circ}25'40''$ , an arc distance of 28.23 feet and having a chord which bears  $S\ 35^{\circ}00'08''\ E$ , 28.07 feet to a 1/2-inch iron rod found;

**THENCE**  $S\ 24^{\circ}06'49''\ E$ , continuing along the southwest line of said Exchange Parkway, 52.48 feet;

**THENCE**  $S\ 66^{\circ}20'05''\ W$ , departing the southwest line of said Exchange Parkway, at all times remaining 100.00 feet south of and parallel to the south line of said State Highway No. 121, 442.97 feet;

**THENCE**  $N\ 68^{\circ}39'55''\ W$ , 42.43 feet;

**THENCE**  $S\ 66^{\circ}20'05''\ W$ , at all times remaining 70.00 feet south of and parallel to the south line of said State Highway No. 121, 489.99 feet;

**THENCE**  $S\ 66^{\circ}24'04''\ W$ , at all times remaining 70.00 feet south of and parallel to the south line of said State Highway No. 121, 29.68 feet to a point in the west line of said Arts of Collin County tract, same being the east line of a tract of land as described in deed to Mixon Investment Company, Inc. recorded in Volume 803, Page 446 DRCCT;

**THENCE**  $N\ 00^{\circ}38'49''\ W$ , along the west line of said Arts of Collin County tract and east line of said Mixon tract, 76.02 feet to a TXDOT monument found in the south line of State Highway No. 121 at the northwest corner of said Arts of Collin County tract and northeast corner of said Mixon tract;

**THENCE**  $N\ 66^{\circ}20'05''\ E$ , along the south line of said State Highway No. 121, 547.23 feet;

**THENCE**  $S\ 68^{\circ}39'55''\ E$ , departing the south line of said State Highway No. 121, 14.14 feet;

**THENCE**  $N\ 66^{\circ}20'05''\ E$ , all times remaining 10.00 feet south of and parallel to the south line of said State Highway No. 121, 360.92 feet;

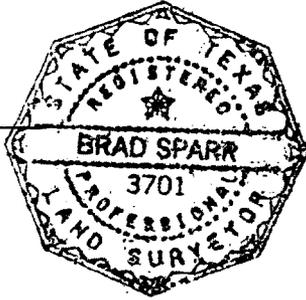
PARCEL 3A  
PAGE 3 OF 4

THENCE S 68°39'55" E, 14.14 feet;

THENCE N 66°20'05" E, at all times remaining 20.00 feet south of and parallel to the south line of said State Highway No. 121, 28.84 feet to the POINT of BEGINNING and containing 77,609 square feet or, 1.782 acres of land.



Brad Sparr  
Registered Professional  
Land Surveyor No. 3701



Sparr Surveys  
2553 County Road 722  
McKinney, TX 75069  
(214) 544-2297

EXHIBIT "A"  
Page 4 of 4



LINE TABLES

No.	BEARING	DIST.
L1	S 66°20'05" W	28.84'
L2	N 68°39'55" W	14.14'
L3	N 68°39'55" W	14.14'
L4	S 24°06'49" E	52.48'
L5	S 66°24'04" W	29.68'
L6	N 00°38'49" W	76.02'

STATE HIGHWAY N.O. 121  
CONTROLLED ACCESS H.W.Y.

TXDOT R.O.W.  
Vol. 4642, Pg. 1933  
DRCCT

TXDOT MON  
L1  
L2  
L3  
L4  
L5  
L6  
N 00°38'49" W  
275.34'

Mixon Investment Company, Inc.  
Vol. 803, Pg. 446  
DRCCT

State Plane Coordinates  
N: 7,098,061.6054  
E: 2,512,869.0195

DELTA = 17°45'56"  
RAD = 75.50  
ARC = 23.41  
CHD = S 54°35'56" E  
23.32

DELTA = 21°25'40"  
RAD = 75.50  
ARC = 28.23  
CHD = S 35°00'08" E  
28.07

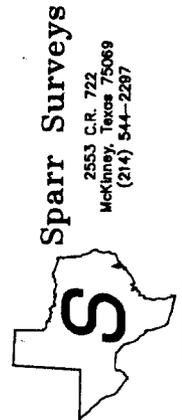
EXCHANGE PARKWAY  
(Variable R.O.W.)

EXCHANGE PKWY. R.O.W.  
Clerk's File No.  
20071210001640300  
DRCCT

PARCEL 3A  
The Arts of  
Collin County Commission, Inc.  
Vol. 6000, Pg. 5392  
DRCCT

EASEMENT EXHIBIT  
PARCEL 3A  
NORTH TEXAS MUNICIPAL WATER DISTRICT  
INDIAN CREEK  
FORCE MAIN PROJECT, PHASE 2  
4,280 Sq. Ft. / 0.098 Acre  
TRACT OF LAND IN THE SHADRICK JACKSON SURVEY  
ABSTRACT NO. 489  
COLLIN COUNTY, TEXAS  
OCTOBER 2008

LEGEND  
FIR FOUND IRON ROD  
ALL BEARINGS ARE ON THE TEXAS STATE PLANE  
COORDINATE SYSTEM, NAD 83 (1993 ADJ.), NORTH  
CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE  
AND MAY BE CONVERTED TO GRID BY DIVIDING BY A  
CONVERSION FACTOR OF 1.0001637.



Sparr Surveys  
2553 C.R. 722  
McKinney, Texas 75069  
(214) 544-2287

L-12

PARCEL 3B  
PAGE 1 of 4

**EXHIBIT "A"**

**NORTH TEXAS MUNICIPAL WATER DISTRICT  
INDIAN CREEK FORCE MAIN PROJECT-PHASE 2  
10' WIDE PERMANENT SANITARY SEWER EASEMENT  
OWNER  
THE ARTS OF COLLIN COUNTY COMMISSION, INC.**

**Description for Parcel 3B  
0.191 Acre**

**BEING** a tract of land situated in the Shadrick Jackson Survey, Abstract No. 489, City of Allen, Collin County, Texas, and being a part of that same tract of land as described in deed to The Arts of Collin County Commission, Inc. recorded in Volume 6000, Page 5392 in the Deed Records of Collin County, Texas (DRCCT), and being more particularly described as follows:

**BEGINNING** at a 1/2-inch iron rod found at the intersection of the south line of State Highway No. 121 (controlled access highway having a variable width right-of-way), with the northeast line of Exchange Parkway (variable width right-of-way);

**THENCE** N 66°20'05" E, along the south line of said State Highway No. 121, 815.92 feet;

**THENCE** S 21°20'05" W, departing the south line of said State Highway No. 121, 14.14 feet;

**THENCE** S 66°20'05" W, at all times remaining 10.00 feet south of and parallel to the south line of said State Highway No. 121, 778.85 feet;

**THENCE** S 21°20'05" W, 14.14 feet;

**THENCE** S 66°20'05" W, at all times remaining 20.00 feet south of and parallel to the south line of said State Highway No. 121, 16.93 feet to a point in the northeast line of said Exchange Parkway;

**THENCE** N 24°03'50" W, along the northeast line of said Exchange Parkway, 20.00 feet to the POINT of BEGINNING and containing 8,327 square feet or, 0.191 acres of land.

**TOGETHER** with a temporary construction easement being described as follows.

PARCEL 3B  
PAGE 2 of 4

**NORTH TEXAS MUNICIPAL WATER DISTRICT  
INDIAN CREEK FORCE MAIN PROJECT-PHASE 2  
TEMPORARY CONSTRUCTION EASEMENT**

**BEING** a tract of land situated in the Shadrick Jackson Survey, Abstract No. 489 and the J.J. Driggers Survey, Abstract No. 274, City of Allen, Collin County, Texas, and being a part of that same tract of land as described in deed to The Arts of Collin County Commission, Inc. recorded in Volume 6000, Page 5392 in the Deed Records of Collin County, Texas (DRCCT), and being more particularly described as follows:

**BEGINNING** at a point in the northeast line of Exchange Parkway (variable width right-of-way), from which a 1/2-inch iron rod found at the intersection of the south line of State Highway No. 121 (controlled access highway having a variable width right-of-way), with the northeast line of said Exchange Parkway bears N 24°03'50" W, 20.00 feet;

**THENCE** N 66°20'05" E, departing the northeast line of said Exchange Parkway, at all times remaining 20.00 feet south of and parallel to the south line of said State Highway No. 121, 16.93 feet;

**THENCE** N 21°20'05" E, 14.14 feet;

**THENCE** N 66°20'05" E, at all times remaining 10.00 feet south of and parallel to the south line of said State Highway No. 121, 778.85 feet;

**THENCE** N 21°20'05" E, 14.14 feet to a point in the south line of said State Highway No. 121;

**THENCE** N 66°20'05" E, along the south line of said State Highway No. 121, 857.67 feet to a TXDOT monument found at the northeast corner of said Arts of Collin County tract;

**THENCE** S 01°17'31" E, departing the south line of said State Highway No. 121, along the east line of said Arts of Collin County tract, 75.70 feet;

**THENCE** S 66°20'05" W, departing the east line of the said Arts of Collin County tract, at all times remaining 70.00 feet south of and parallel to the south line of said State Highway No. 121, 771.58 feet;

**THENCE** S 21°20'05" W, 42.43 feet;

**THENCE** S 66°20'05" W, at all times remaining 100.00 feet south of and parallel to the south line of said State Highway No. 121, 252.02 feet;

**THENCE** N 23°39'55" W, 45.00 feet;

**THENCE** S 66°20'05" W, at all times remaining 55.00 feet south of and parallel to the south line of said State Highway No. 121, 380.85 feet;

**THENCE** S 23°39'55" E, 45.00 feet;

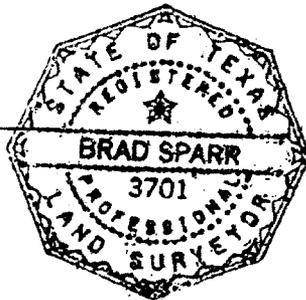
PARCEL 3B  
PAGE 3 of 4

**THENCE** S 66°20'05" W, at all times remaining 100.00 feet south of and parallel to the south line of said State Highway No. 121, 209.65 feet to a point in the northeast line of said Exchange Parkway, lying in a non-tangent circular curve to the left having a radius of 437.00 feet;

**THENCE** northwesterly, along the northeast line of said Exchange Parkway, along said curve to the left, through a central angle of 00°29'04", an arc distance of 3.69 feet and having a chord which bears N 23°49'09" W, 3.69 feet to a 1/2-inch iron rod found;

**THENCE** N 24°03'50" W, continuing along the northeast line of said Exchange Parkway, 76.31 feet to the POINT of BEGINNING and containing 116,394 square feet or, 2.672 acres of land.

  
\_\_\_\_\_  
Brad Sparr  
Registered Professional  
Land Surveyor No. 3701



Sparr Surveys  
2553 County Road 722  
McKinney, TX 75069  
(214) 544-2297





**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:	<b>4/14/09</b>	Reviewed by Legal <i>JK</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Public Works & Engineering		Initials	Date
Department Head	Alan L. Upchurch	Assistant City Manager		
Dept Signature:	<i>Alan L. Upchurch</i>	Deputy City Manager	<i>[Signature]</i>	<i>4/3/09</i>
		City Manager	<i>[Signature]</i>	<i>4/16/09</i>
Agenda Coordinator (include phone #): <b>Irene Pegues (7198)</b> <i>[Signature]</i>				
<b>ACTION REQUESTED:</b> <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
<b>CAPTION</b>				
To approve the terms and conditions of an Interlocal Agreement by and between the City of Plano and Collin County, Texas, for the design and construction of the US 75 Ramp Improvement Project.				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR:	<b>2008-09</b>	Prior Year (CIP Only)	Current Year	Future Years
Budget		0	0	0
Encumbered/Expended Amount		0	0	0
This Item		0	1,057,384	0
<b>BALANCE</b>		0	1,057,384	0
<b>FUND(S):</b> STREET IMPROVEMENT CIP				
<b>COMMENTS:</b> This item allows the City to enter into an interlocal agreement with Collin County for the US 75 Ramps project. If this request is approved, Collin County will remit to the City \$1,057,384 for the design and construction of US 75 Ramp Improvements.				
<b>STRATEGIC PLAN GOAL:</b> Interlocal agreements for ramp improvements relate to the City's Goal of Safe, Efficient Travel.				
<b>SUMMARY OF ITEM</b>				
Staff is requesting an amended ILA with Collin County for the US 75 Ramp Improvement Project that would account for sharing Plano's final cost of the Project, \$2,114,767.79. The amended agreement provides for the County to reimburse Plano for 50% of the total cost, or \$1,057,383.90. The original County allocation for the Project was \$4,000,000, which leaves \$2,942,616.10 to be re-allocated to a mutually agreed upon project.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
N/A		N/A		

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL COOPERATION AGREEMENT BY AND BETWEEN THE CITY OF PLANO AND COLLIN COUNTY, TEXAS, PROVIDING FOR THE DESIGN AND CONSTRUCTION OF THE US 75 RAMP IMPROVEMENT PROJECT; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER OR HIS AUTHORIZED DESIGNEE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, authorizes governmental entities to contract with each other to perform government functions and services under the terms thereof; and

**WHEREAS**, the City Council has been presented a proposed Interlocal Cooperation Agreement by and between the City of Plano, Texas, and Collin County, Texas, providing terms and conditions for the Design and Construction of the US 75 Ramp Improvement Project, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and

**WHEREAS**, upon full review and consideration of the Agreement, and all matters attendant and related thereto, the City Council is of the opinion that the terms and conditions thereof should be approved, and that the City Manager or his authorized designee should be authorized to execute it on behalf of the City of Plano.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, THAT:**

Section I. The terms and conditions of the Agreement, having been reviewed by the City Council of the City of Plano and found to be acceptable and in the best interest of the City of Plano and its citizens, are hereby in all things approved.

Section II. The City Manager or his authorized designee is hereby authorized to execute the Agreement and all other documents in connection therewith on behalf of the City of Plano, substantially according to the terms and conditions set forth in the Agreement.

Section III. This Resolution shall become effective immediately upon its passage.

**DULY PASSED AND APPROVED** the \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Pat Evans, MAYOR

ATTEST:

\_\_\_\_\_  
Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
Diane C. Wetherbee, CITY ATTORNEY

**AMENDED INTERLOCAL AGREEMENT  
BETWEEN COLLIN COUNTY AND THE CITY OF PLANO  
CONCERNING THE DESIGN AND CONSTRUCTION OF THE  
US 75 RAMP IMPROVEMENT PROJECT**

**2003 BOND PROJECT #03-045**

**WHEREAS**, the County of Collin, Texas ("County"), and the City of Plano, Texas ("City"), entered into an Interlocal Agreement for the design of the US 75 Ramp Improvement Project (the "Project") in Plano, Collin County, Texas, dated June 6, 2006 ("Agreement"); and

**WHEREAS**, the Project design is now complete, and the actual cost for the design increased to a total of \$1,114,767.79; and

**WHEREAS**, County has agreed to assume their fifty percent (50%) share of the increased Project design cost, bringing their participation to \$557,383.90; and

**WHEREAS**, the City has entered into an agreement with the Texas Department of Transportation ("TxDOT") for the construction of the US 75 Ramp Improvement Project, and the City has contributed \$1,000,000.00 toward construction costs; and

**WHEREAS**, the County and City desire to modify the Agreement to account for an increase in design cost and for construction of the US 75 Ramp Improvement Project for a total County participation of \$1,057,383.90; and

**WHEREAS**, the Interlocal Cooperation Act (Texas Government Code Chapter 791) authorizes any local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act; and

**WHEREAS**, the City and County have determined that the improvements may be constructed most economically by implementing this Agreement.

**NOW, THEREFORE**, this Amended Interlocal Agreement is made and entered into by the County and the City upon and for the mutual consideration stated herein.

**WITNESSETH:**

ARTICLE I.

The final cost of the project is \$2,114,767.79. The County and City will each pay fifty percent (50%) of this amount, or \$1,057,383.90. The County has already remitted

\$164,251.25 to the City, leaving a balance due of \$893,132.65. County will pay this remaining balance to the City within thirty (30) days following County's receipt of the City's written request for payment.

#### ARTICLE II.

The County and City agree that there is a total of \$1,057,383.90 committed to the Project out of the \$4,000,000 that was allocated to the Project in the 2003 Collin County Bond Program. County and City agree that the remaining funds, \$2,942,616.10, will be reallocated to a mutually agreed upon project.

#### ARTICLE III.

The City shall prepare for the County an itemized statement specifying Project costs that have been incurred to date and submit detailed Project costs and progress reports every thirty (30) days until Project completion.

#### ARTICLE IV.

The City and County agree that the party paying for the performance of governmental functions or services shall make those payments only from current revenues legally available to the paying party.

#### ARTICLE V.

INDEMNIFICATION. To the extent allowed by law, each party agrees to release, defend, indemnify, and hold harmless the other (and its officers, agents, and employees) from and against all claims or causes of action for injuries (including death), property damages (including loss of use), and any other losses, demands, suits, judgments and costs, including reasonable attorneys' fees and expenses, in any way arising out of, related to, or resulting from its performance under this agreement, or caused by its negligent acts or omissions (or those of its respective officers, agents, employees, or any other third parties for whom it is legally responsible) in connection with performing this agreement.

#### ARTICLE VI.

VENUE. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this agreement. The parties agree that this agreement is performable in Collin County, Texas, and that exclusive venue shall lie in Collin County, Texas.

## ARTICLE VII.

**SEVERABILITY.** The provisions of this agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation having the force and effect of the law, the remaining portions of the agreement shall be enforced as if the invalid provision had never been included.

## ARTICLE VIII.

**ENTIRE AGREEMENT.** This agreement embodies the entire agreement between the parties and may only be modified in writing executed by both parties.

## ARTICLE IX.

**SUCCESSORS AND ASSIGNS.** This agreement shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns. Neither party will assign or transfer an interest in this agreement without the written consent of the other party.

## ARTICLE X.

**IMMUNITY.** It is expressly understood and agreed that, in the execution of this agreement, neither party waives, nor shall be deemed hereby to have waived, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this agreement, the parties do not create any obligations, express or implied, other than those set forth herein, and this agreement shall not create any rights in parties not signatories hereto.

## ARTICLE XI.

**TERM.** This agreement shall be effective upon execution by both parties and shall continue in effect annually until final acceptance of the Project. This agreement shall automatically renew annually during this period.

In the event of any conflict or inconsistency between the provisions set forth in this First Amended Interlocal Agreement and the Agreement, this First Amended Interlocal Agreement shall govern and control. For and in consideration of the covenants, duties and obligations contained herein, the parties do mutually agree that except as provided above, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

**APPROVED AS TO FORM:**

**COUNTY OF COLLIN, TEXAS**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Keith Self  
Title: County Judge  
Date: \_\_\_\_\_

Executed on this \_\_\_\_\_ date of \_\_\_\_\_, 2009, by the County of Collin, pursuant to Commissioners' Court Order No. \_\_\_\_\_

**ATTEST:**

**CITY OF PLANO, TEXAS**

By: \_\_\_\_\_  
Name: Diane Zucco  
Title: City Secretary  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Thomas H. Muehlenbeck  
Title: City Manager  
Date: \_\_\_\_\_

Executed on behalf of the City of Plano pursuant to City Council Resolution No. \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Name: Diane Wetherbee  
Title: City Attorney  
Date: \_\_\_\_\_



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> Not Applicable
Council Meeting Date: <b>4/14/09</b>		Reviewed by Legal <i>wj</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	ANIMAL SERVICES		Initials	Date
Department Head	BRIAN COLLINS	Executive Director	<i>[Signature]</i>	<b>3/31/09</b>
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	<b>3/31/09</b>
Agenda Coordinator (include phone #): <b>DORIS CALLAWAY, EXT. 7494</b>				

**ACTION REQUESTED:**     ORDINANCE     RESOLUTION     CHANGE ORDER     AGREEMENT  
 APPROVAL OF BID     AWARD OF CONTRACT     OTHER

**CAPTION**

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, AMENDING ORDINANCE NO. 2009-2-13, CODIFIED AS CHAPTER 4, ANIMAL REGULATIONS, CODE OF ORDINANCES OF THE CITY OF PLANO BY AMENDING THE DEFINITION OF DANGEROUS ANIMAL IN SECTION 4-100; BY ADDING SECTION 4-809, PRIVATE ANIMAL SALES; BY AMENDING SECTION 4-901, IMPOUNDMENT PENDING HEARING; BY AMENDING SECTION 4-902, HEARING; BY AMENDING SECTION 4-906, APPEAL; AND A REPEALER CLAUSE; A SEVERABILITY CLAUSE; A PENALTY CLAUSE; A SAVINGS CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR PUBLICATION.

**FINANCIAL SUMMARY**

NOT APPLICABLE     OPERATING EXPENSE     REVENUE     CIP

FISCAL YEAR: <b>2008-09</b>	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0

**FUND(S):**

**COMMENTS:**

**SUMMARY OF ITEM**

Section 4-809, which addresses private animal sales, is being added as a result of the recommendations of the Mayor's ad hoc Review Committee. The change to the "Dangerous Animal" definition is being made to expand the definition to better enable the city to protect residents from aggressive animal behavior. The changes to Sections 901, 902, and 906 of the ordinance are being made to better enable the city to offer residents opportunities for full evidentiary hearings in situations involving dangerous animals and to provide owners with alternate animal boarding options while awaiting a hearing.

List of Supporting Documents:

Other Departments, Boards, Commissions or Agencies

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, AMENDING ORDINANCE NO. 2009-2-13, CODIFIED AS CHAPTER 4, ANIMAL REGULATIONS, CODE OF ORDINANCES OF THE CITY OF PLANO BY AMENDING THE DEFINITION OF DANGEROUS ANIMAL IN SECTION 4-100; BY ADDING SECTION 4-809, PRIVATE ANIMAL SALES; BY AMENDING SECTION 4-901, IMPOUNDMENT PENDING HEARING; BY AMENDING SECTION 4-902, HEARING; BY AMENDING SECTION 4-906, APPEAL; AND A REPEALER CLAUSE; A SEVERABILITY CLAUSE; A PENALTY CLAUSE; A SAVINGS CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR PUBLICATION.

**WHEREAS**, after reviewing the ordinance a correction needs to be made to the definition of Dangerous Animal to address threatening conduct made by an animal toward a person to better protect the residents of Plano; and

**WHEREAS** after reviewing the section applicable to Private Animal Sales it was determined certain exceptions should be made for professional breeders, registered animals and certain working animals; and

**WHEREAS**, after reviewing the sections regarding placement and holding of animals pending hearings it was decided to allow the animal to be held at certain facilities other than city facilities; and

**WHEREAS**, after reviewing the appellate process in the Dangerous Animal section of the ordinance staff has determined that an alternate appellate process would better serve the interests of the residents of Plano; and

**WHEREAS**, the health and safety of animals and residents of the City is of great importance to the City; and

**WHEREAS**, upon review of all things considered, including the recommendations of staff, the City Council of the City of Plano deems it in the best interest of the health and safety of the citizens of the City of Plano to amend Chapter 4, Animal Regulations of the Code of Ordinances by amending: (1) the definition of Dangerous Animal in section 4-100; (2) the regulations pertaining to Private Animal Sales in section 4-809; (3) the locations where an animal may be impounded pending a hearing in section 4-901; and (4) the appeals process in section 4-906 Dangerous Animal hearings.

**NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS THAT:**

**Section I.** The City Council hereby amends the following sections of Ordinance No. 2009-2-13 codified as Chapter 4 Animal Regulations, of the City of Plano

Code of Ordinances: 4-100 the definition of Dangerous Animal; 4-809 regulations pertaining to Private Animal Sales; 4-901 regulations pertaining to animal Impoundment Pending Hearing; and, 4-906 the Appeal procedure for Dangerous Animal hearings to read as follows:

**“Section 4-100. Definitions**

*Dangerous animal* means:

- An animal that commits an unprovoked attack on a human being that causes bodily injury, serious bodily injury, or death and occurs in a place other than an enclosure in which the animal was being kept and that was reasonably certain to prevent the animal from leaving the enclosure on its own;
- An animal that commits unprovoked acts in a place other than an enclosure in which the animal was being kept and that was reasonably certain to prevent the animal from leaving the enclosure on its own and those acts cause a person to reasonably believe that the animal will attack and cause bodily injury to that person;
- An animal that is at large and makes an unprovoked attack on a domestic animal that causes the death of the attacked animal; or
- An animal that is at large and makes an unprovoked attack on a domestic animal that causes serious bodily injury and the attacking animal has already made at least one unprovoked attack on a previous occasion.

**Section 4-809. Private Animal Sales.**

- (a) No owner or person shall advertise, display, transfer ownership or offer to transfer ownership of any dog, cat, or ferret over four (4) months of age that is not sterilized, implanted with a microchip, and currently vaccinated against rabies.
- (b) The sterilization requirement in subsection (a) shall not apply if the owner can provide proof that the animal meets one or more of the following conditions:
  - (1) The animal was registered with a national registry or was a sporting dog, livestock dog, working dog, performance dog or the owner was a member of a national breed club, local breed club, local all-breed club, sporting or hunting club, or performance club; or
  - (2) The animal was a professionally trained assistance or police service animal;

- (c) A releasing agency, with written permission from the Division, may transfer ownership of animals provided that the following conditions are met:
  - (1) All other provisions of this chapter are complied with;
  - (2) All displayed animals are sterilized;
  - (3) All displayed animals over three months of age have been vaccinated against rabies in accordance with this chapter;
  - (4) All displayed animals have been implanted with a microchip; and
  - (5) The agency keeps a record for each animal adopted, including the contact information of each new owner and the microchip information and proof of vaccination and sterilization for each animal adopted.
- (d) A person commits an offense if he advertises, displays, transfers ownership, or offers to transfer ownership of more than twelve (12) animals or more than two (2) litters, clutches, or other groups of offspring (whichever is greater) of any breeding animal during any twelve (12) consecutive month period to another person for the purpose of breeding, show, personal pet, or resale to a third person, without first obtaining a Commercial Breeder permit, unless the owner or person is a governmental agency acting in an official capacity or a releasing agency acting in accordance with all other provisions of this chapter.
- (e) A person commits an offense if he advertises, displays, transfers ownership, or offers to transfer ownership of any live animal on any public property without written permission from the Division.
- (f) A person commits an offense if he advertises, displays, transfers ownership, or offers to transfer ownership of any live animal on any private property that is not owned or leased by the person displaying the animal.

**Section 4-902. Hearing.**

- (a) The hearing to determine if an animal is a Dangerous Animal shall be conducted within twenty (20) business days after receipt of the complaint, impoundment, or seizure of the animal, whichever occurs later.

- (b) Notice of the hearing shall be provided by the Health Director or his designee to the owner of the animal and the complainants by certified mail, return receipt requested or by personal service. At the hearing all parties shall be given opportunity to present evidence on the issue of whether the animal is dangerous.
- (c) Upon conclusion of a hearing to determine if an animal is a Dangerous Animal, the Health Director may find that the animal is not dangerous and order that it be promptly returned to its owner's custody after all impound and board fees have been paid. The Health Director shall have the authority to refund, reduce, or waive any fees incurred to the owner.
- (d) For the Health Director to deem the animal dangerous he must find that the animal meets the definition of a Dangerous Animal as listed in Section 4-100 of this chapter and that the destruction, removal, or registration of the animal is necessary to preserve the public health, safety, and welfare. If the animal is determined to be dangerous, the Health Director or his designee shall order that the owner comply with one of the following:
  - (1) Euthanasia of the dangerous animal:
    - a. shall be ordered if the Health Director determines the animal caused the death or serious bodily injury of a person;
    - b. may be ordered if the Health Director determines the animal caused bodily injury to a person;
    - c. may be ordered if the Health Director determines the animal was outside its enclosure or yard and caused serious bodily injury or death to another animal;
    - d. may be ordered if the Health Director determines the animal was outside its enclosure or yard and caused bodily injury to another animal and has made at least one (1) unprovoked attack against an animal or person on a previous occasion;
    - e. the owner of the animal may elect euthanasia.

- (2) Removal of the dangerous animal from within the City limits.

Prior to the release of the animal from quarantine the owner must provide to the Health Director, in writing, the destination address of where the animal is to reside and proof that the owner has alerted the agency responsible for animal services in that area. Additionally, the owner shall furnish proof of having a microchip implanted into the animal to the Health Director and make available at the Animal Services Facility the animal for scanning so the City can verify the code.

- a. A person commits an offense if he removes the animal from the City under this section and fails to:
1. Implant a microchip in the animal; or
  2. Provide proof of the implanting of the microchip; or
  3. Make the animal available for scanning.
- b. A person commits an offense if he removes the animal from a state approved quarantine facility prior to complying with the notice requirements in subsection 4-902(d) (2).

- (3) Return to the owner as a registered Dangerous Animal once the owner demonstrates compliance with this chapter and the following requirements:

- a. Obtaining liability insurance coverage or showing financial responsibility in an amount of at least two hundred and fifty thousand dollars (\$250,000.00) to cover damages resulting from an attack by the Dangerous Animal causing bodily injury, serious bodily injury or death to a person or another animal. A certificate of insurance or other evidence of meeting the above requirements shall be kept on file at the Animal Services Facility;
- b. Registering with the City of Plano by providing the name and address of the owner; the breed, age, sex, color and any other identifying marks of the animal;

- the address where the animal is to be kept; and at least two (2) color photographs that clearly identify the Dangerous Animal;
- c. Having proof of animal sterilization;
  - d. Constructing a secure enclosure for the animal;
  - e. Posting signs giving notice of a Dangerous Animal in the area or on the premises in which the animal is confined. The signs shall be conspicuously posted at both the front and rear property entrances and shall bear letters not less than two (2) inches high, stating "DANGEROUS ANIMAL ON PREMISES";
  - f. Providing the animal with a fluorescent yellow collar visible at fifty (50) feet in normal daylight and attaching a tag provided by the Division to the collar that is worn at all times so that the animal can be easily identified;
  - g. Implanting a microchip into the animal and registering it for life with the Division and a recognized national registry;
  - h. Providing written notice of the animal's designation as dangerous to the owner or landlord of the property where the animal will be kept;
  - i. Paying the appropriate Dangerous Animal annual permit fee;
  - j. No Dangerous Animal shall be allowed to remain in any duplex or in any multi-family, residentially zoned property. No Dangerous Animal may be kept on a porch, patio, or in any part of a house or structure that would allow the animal to exit of its own volition. In addition, no Dangerous Animal may be kept in a house or structure when the windows are open or when screen windows or screen doors are the only obstacle preventing the animal from exiting the structure; and
  - k. The owner shall not allow the animal to be outside of the owner's residence or its secure enclosure

unless the animal is under continuous direct physical control by a person of competent mental and physical ability to restrain the animal under all circumstances. Dangerous Animals shall not be tethered to inanimate objects, such as trees, posts, buildings, etc., for any length of time. A Dangerous Animal that is outside its secure enclosure must be securely fitted with a muzzle that will not cause injury to the animal nor interfere with its vision or respiration but shall prevent the animal from biting other animals or human beings.

- (e) The owner shall have fifteen (15) days from the declaration of the animal as dangerous to comply with all of the required conditions as set forth by this chapter. If the owner fails to provide proof of meeting all of the requirements, the animal may be euthanized on the sixteenth (16<sup>th</sup>) day.
- (f) A person commits an offense if he is the owner of a permitted Dangerous Animal and refuses, upon request by the Division, to make his animal, premises, facilities, equipment, and any necessary permits available for inspection at any reasonable time.
- (g) A person commits an offense if he is the owner of a Dangerous Animal and he fails to comply with the requirements in 4-902(d) (3).
- (h) No domestic animal may be declared a Dangerous Animal if:
  - (1) The threat, injury, or damage was sustained by a person who at the time was committing a willful trespass or other tort upon the premises occupied by the owner of the animal;
  - (2) The person was teasing, tormenting, abusing, or assaulting the animal or has in the past been observed to have teased, tormented, abused, or assaulted the animal;
  - (3) The person attacked was committing or attempting to commit a crime;
  - (4) The animal attacked was at large at the time of the incident, unless the attacking animal was also at large at the time of the incident and:
    - a. The attacking animal has committed an unprovoked

attack on another person or animal on at least one (1) previous occasion; or

- b. The animal attacked suffered serious bodily injury or died as a result of the injuries it sustained during the attack.
- (5) The animal attacked or killed at the time of the incident was teasing, tormenting, abusing, or attacking the alleged Dangerous Animal or if the animal attacked was not a domestic animal;
- (6) The animal was protecting or defending a person within the immediate vicinity of the animal from an unjustified attack or assault;
- (7) The animal was injured and responding to pain; or
- (8) The complaint filed against it is based solely on the animal's breed, size, or physical appearance.

**Section 4-906. Appeal.**

For Dangerous Animal Hearings occurring after January 1, 2009, appeals shall be conducted in accordance with this subsection.

- (a) Orders of the Health Director pertaining to a Dangerous Animal may be appealed to the Plano Municipal Court. Appeals to the court shall be made by the owner filing a written notice of appeal with the court not later than the fifth (5<sup>th</sup>) day after the date the Health Director's order was entered. During the pendency of the appeal, the order of the Health Director shall be suspended, and the animal shall remain impounded at the owner's expense at the Animal Services Facility or other state approved quarantine facility for observation. The decision of the municipal court may be appealed to a court of competent jurisdiction.
- (b) The appeal before the municipal court shall be a trial de novo. The standard procedures for trial settings in the municipal court shall be used for these appeals. The burden of proof shall be a preponderance of the evidence.
- (c) The owner filing the appeal shall also file an appeal bond in the amount of \$300.00 with the municipal court if the animal is impounded in a city facility. The bond shall be used to cover the

cost of daily care of the animal. Should the judge or jury determine the animal is not dangerous, the appeal bond may be returned if the amount has not been assessed as costs of daily care.

- (d) In addition to the appeal bond, the owner shall be responsible for any costs beyond feeding, including but not limited to: veterinary care, immunizations, medications, and care for other animals or employees injured by the animal.
- (e) The judge or jury may render a verdict in the appeal which conforms to the findings in section 4-902 of this ordinance.
- (f) The defenses to conduct found in section 4-902(h) shall be affirmative defenses in the trial de novo.
- (g) The owner shall pay all assessed costs and comply with any restrictions or conditions imposed before the animal is released to the owner.
- (h) The five day requirement to file an appeal under subsection (a) shall be waived for all Dangerous Animal hearings held between January 1, 2009 and the effective date of this ordinance; however, any request for an appeal from the hearing must be made within ten days of the effective date of this ordinance. If an appeal is filed under this provision, any prior decision by the municipal court on a dangerous animal from January 1, 2009 until the effective date of this ordinance is deemed withdrawn.”

**Section II.** All provisions of the Code of Ordinances of the City of Plano, codified or uncoded, in conflict with the provisions of this Ordinance are hereby repealed, and all other provisions of the Code of Ordinances of the City of Plano, codified or uncoded, not in conflict with the provisions of this Ordinance shall remain in full force and effect.

**Section III.** It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and if any phrase, clause, sentence, or section of this Ordinance shall be declared unconstitutional or invalid by any court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any other remaining phrase, clause, sentence, paragraph or section of this Ordinance.

**Section IV.** The repeal of any Ordinance or part of Ordinances effectuated by the enactment of this Ordinance shall not be construed as abandoning any action now pending under or by virtue of such Ordinance or as discontinuing, abating, modifying or altering any penalty accruing or to accrue, or as affecting any rights of the municipality under any section or provisions at the time of passage of this ordinance.

**Section V.** Any person, firm or corporation found to be violating any term or provision of this Ordinance, shall be subject to a fine in accordance with Section 1-4(b) of the City Code of Ordinances for each offense. Every day a violation continues shall constitute a separate offense.

**Section VI.** This Ordinance shall become effective immediately upon its passage and publication as required by law.

**DULY PASSED AND APPROVED** this the \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Pat Evans, MAYOR

ATTEST:

\_\_\_\_\_  
Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Diane C. Wetherbee, CITY ATTORNEY



## CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Council Meeting Date:	<b>4/14/09</b>	Reviewed by Legal <i>MW</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Police		Initials	Date
Department Head	Gregory W. Rushin	Assistant City Manager		
Dept Signature:	<i>Gregory W. Rushin</i>	Deputy City Manager		
		City Manager	<i>MW</i>	4/3/09
Agenda Coordinator (include phone #): <b>Mary Wright x2410</b>				
ACTION REQUESTED: <input checked="" type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
<b>CAPTION</b>				
AN ORDINANCE OF THE CITY OF PLANO, TEXAS REPEALING ORDINANCE NO. 96-9-7 CODIFIED AT ARTICLE VI. PARADES OF CHAPTER 19 OF THE PLANO CODE OF ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.				
<b>FINANCIAL SUMMARY</b>				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(s):				
COMMENTS:				
<b>SUMMARY OF ITEM</b>				
List of Supporting Documents: Ordinance Memo		Other Departments, Boards, Commissions or Agencies		



P.O. Box 860358  
Plano, Texas 75086-0358  
972-424-5678  
Fax 972-424-0099  
<http://www.planopolice.org>

## MEMORANDUM

**DATE:** February 27, 2009  
**TO:** Chief Gregory Rushin, via Chain of Command  
**FROM:** W.D. Hiney, Lieutenant  
**SUBJECT:** Proposed City Ordinance Change

---

In September 1996 ordinance 96-9-7 established, in Article VI. (Parades) of chapter 19 of the City of Plano Code of Ordinances, the process for permitting of parades on city streets. In May 2006 Ordinance No. 2006-5-9 was codified in Article VIII of Chapter 11 of the Code of Ordinances and provided for the permitting of special events. Special events included parades as specified in the definitions. Having both of these ordinances seems to be a duplication considering they both cover parades. The most recent ordinance goes into more details and covers all special events under one umbrella. When 2006-5-9 was established it stands to reason Article 6 should have been repealed.

There are several differences between the original ordinance and the one passed in May 2006. Of note, there are two main differences. The first major difference is the definition of a parade. Under the original ordinance a parade included any assembly, march, demonstration, procession or motorcade upon public thoroughfares within the city consisting of three (3) or more persons, animals, or vehicles (or any combination thereof). The special events ordinance established a parade as part of the definition of "Special Event" and further defined a parade to mean fifty (50) or more persons, animals, or vehicles. There are some additional restrictions that apply to parades in the Special Events Ordinance. The additional restrictions are usually with regards to the type of thoroughfare. All major and most secondary thoroughfares require a permit regardless of the number of people involved. The second and more minor difference relates to what City entity issues the permit. Under the original ordinance permits were handled through the police department. Under the Special Events ordinance the permitting process is handled by the special events committee headed by the Events Supervisor in the Parks and Recreation Department. The committee is comprised of at least one representative from every City Department having the legitimate responsibility and authority for safety and security of any event. Some, but not all, of the departments represented are parks and recreation, police, fire, risk management, health, and building inspections. On very large events such as the Plano Balloon Festival additional departments are represented.

There were concerns raised by members of the police department at an initial meeting between police, parks and recreation, and legal department personnel to discuss the repeal of Article 6. The biggest concern was the variance in the number of people, animals, or vehicles which constitute a parade in the two ordinances. To illustrate this, a parade consisting of ten (10) people, animals, or vehicles protesting speed calming devices being installed in a neighborhood with the parade taking place on a series of residential streets (Type G) can draw a significant amount of attention, impede roadways, or create a substantial disturbance so as to affect the safety of the participants or anyone observing.

Under the original ordinance the group of protestors would be required to have a permit. Permit information would include the purpose of the event, the location, the date and time, the number of participants, a route map, and any other pertinent information. This information is used to assist in planning a safe event for both participants and observers. Under the special events ordinance this same group would not be subject to the permit requirement.

In subsequent discussions with both City Legal and Parks and Recreation Department Representatives it was agreed we should explore further the appropriate number of people that will constitute a parade. City Legal provided information pertaining to previous court cases which led to the designation of fifty (50) people as the threshold for a parade. As noted earlier, fewer than fifty (50) people can create a substantial safety issue. However, three (3) people constituting a parade would likely be considered an unreasonably low number. The goal is not to prohibit any event from taking place, but to ensure the event is carried out with the safety and security of both participants and observers at the forefront.

We will continue to work with the City Legal and Parks and Recreation Departments to reach a consensus regarding an acceptable definition with respect to parades and what number of people, animals, or vehicles should constitute a parade. The best course of action would seem to be to amend, in the future, 2006-5-9 because it encompasses all special events and because it proscribes a committee approach to the issuance of permits. Having been involved with it since its inception in 2006, the committee system has worked very well. There are a multitude of disciplines and perspectives looking at each permit request and this ultimately leads to the best 360 degree process. 2006-5-9 covers all special events and most parades as well. Those parades that have fewer than 50 participants generally fall under one of the other guidelines within the Special Events Ordinance. Therefore, I am recommending Article 6 of Chapter 19 be repealed.

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF PLANO, TEXAS REPEALING ORDINANCE NO. 96-9-7 CODIFIED AT ARTICLE VI. PARADES OF CHAPTER 19 OF THE PLANO CODE OF ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council adopted Ordinance No. 96-9-7 on September 9, 1996 establishing in Article VI. Parades of Chapter 19, of the City of Plano Code of Ordinances a process for the permitting of parades on city streets; and

**WHEREAS**, the City Council adopted Ordinance No. 2006-5-9 on May 8, 2006 which provided for the permitting of special events in the City of Plano and which was codified in Article VIII of Chapter 11 of the Code of Ordinances; and

**WHEREAS**, parades of fifty people or more are now regulated under the special events process of Article VIII of Chapter 11 of the City of Plano Code of Ordinances and there is no longer a need for a separate permitting process for parades under Chapter 19.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, THAT:**

**Section I.** The City Council hereby repeals Ordinance No. 96-9-7 codified as Article VI Parades of Chapter 19 Streets and Sidewalks of the City of Plano Code of Ordinances.

**Section II.** This Ordinance shall become effective immediately upon its passage and publication as required by law.

**DULY PASSED AND APPROVED** this the \_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Pat Evans, MAYOR

ATTEST:

\_\_\_\_\_  
Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
Diane C. Wetherbee, CITY ATTORNEY



## CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>			Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Council Meeting Date:		<b>4/14/09</b>	Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Police Department			Initials	Date
Department Head	Gregory W. Rushin		Assistant City Manager		
Dept Signature:	<i>Gregory W. Rushin</i>		Deputy City Manager		
			City Manager		<i>[Signature]</i> 4/3/09
Agenda Coordinator (include phone #): <b>Mary Wright x2410</b>					
ACTION REQUESTED: <input checked="" type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER					
<b>CAPTION</b>					
AN ORDINANCE OF THE CITY OF PLANO, TEXAS AMENDING SECTION 3-6 OF CHAPTER 3. ALCOHOLIC BEVERAGES OF THE CODE OF ORDINANCES OF THE CITY OF PLANO REGARDING CONSUMPTION OR POSSESSION OF AN OPEN CONTAINER OF ALCOHOLIC BEVERAGE IN CERTAIN PUBLIC PLACES, PROVIDING A REPEALER CLAUSE; A SAVINGS CLAUSE; A SEVERABILITY CLAUSE; A PENALTY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.					
<b>FINANCIAL SUMMARY</b>					
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS	
Budget	0	0	0	0	
Encumbered/Expended Amount	0	0	0	0	
This Item	0	0	0	0	
BALANCE	0	0	0	0	
FUND(S):					
COMMENTS:					
<b>SUMMARY OF ITEM</b>					
The City Council deems it necessary to reduce public consumption of alcohol by prohibiting consumption or possession of an open container of alcoholic beverage in certain public places. This will assist in maintaining a high-quality of life while protecting the health, safety, and welfare of our citizens.					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Ordinance Memo					



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<http://www.planopolice.org>

## MEMORANDUM

**DATE:** February 27, 2009  
**TO:** Chief Gregory Rushin, via Chain of Command  
**FROM:** Jeff Bray, Senior Legal Advisor, and Courtney Pero, Sergeant  
**SUBJECT:** Proposed City Ordinance Change

---

Recently, the Neighborhood Police Officer Unit, in conjunction with the legal advisor, developed suggested revisions to Plano City Ordinance 3-6 - Consumption of alcoholic beverages in public streets, alleys or sidewalks. The need for this ordinance change is clear. Public consumption of alcohol is a significant contributor to many anti-social behaviors that contribute to a lowered quality of life for residents of Plano. While public consumption of alcoholic beverages can be problematic in a variety of locations, the NPO Unit has become especially concerned with this practice within multi-tenant residential complexes and in public and private parking lots.

Presently, the NPO Unit is working to address increased calls for service and criminal offenses within multi-tenant residential complexes. Alcohol is often found to be a contributing factor in many of these incidents. The proposed changes to this ordinance are expected to help with reductions in both of these categories.

Consuming alcoholic beverages in parking lots is exceptionally hazardous due to the increased likelihood that a person could have immediate access to a vehicle while consuming alcohol.

The consumption of alcoholic beverages in public areas often creates or contributes to a significant number of calls for service answered by Plano Police Officers. These include, but are not limited to: public intoxication, disorderly conduct, public urination, littering, noise disturbances, fights, assaults and property damage.

The proposed changes/updates to Plano City Ordinance 3-6 are outlined below. The newly revised ordinance, if adopted, will do four things:

1. Consuming or possessing an open container is prohibited on public property,
2. in any public or commercial parking area,
3. in a private multi-tenant residential parking area or common area (excluding the enclosed area of a swimming pool and rooms controlled by an apartment owner for the exclusive use of its tenants and their guests such as community rooms and club houses),
4. or in any street, alley or sidewalk accessible to the public, with exceptions.

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF PLANO, TEXAS AMENDING SECTION 3-6 OF CHAPTER 3. ALCOHOLIC BEVERAGES OF THE CODE OF ORDINANCES OF THE CITY OF PLANO REGARDING CONSUMPTION OR POSSESSION OF AN OPEN CONTAINER OF ALCOHOLIC BEVERAGE IN CERTAIN PUBLIC PLACES, PROVIDING A REPEALER CLAUSE; A SAVINGS CLAUSE; A SEVERABILITY CLAUSE; A PENALTY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Section 3-6 of the City of Plano Code of Ordinances prohibits the consumption of alcoholic beverages in public streets, alleys or sidewalks; and

**WHEREAS**, the City Council deems it necessary to amend its Code of Ordinances at Section 3-6 in order to include open containers of an alcoholic beverage and add additional public areas where the consumption or possession of an open container of an alcoholic beverage is prohibited; and

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, THAT:**

**Section I.** Section 3-6 of Chapter 3 Alcoholic Beverages of the Code of Ordinances of the City of Plano is hereby amended to read in its entirety as follows:

**“Sec. 3-6. Consumption or possession of an open container of an alcoholic beverage in a public place.**

(a) It shall be unlawful for any person to consume or possess an open container of any alcoholic beverage on public property, in any public or commercial parking area or a private multi-tenant residential parking area or common area (excluding the enclosed area of a swimming pool and rooms controlled by an apartment owner for the exclusive use of its tenants and their guests such as community rooms and club houses), or in any street, alley or sidewalk accessible to the public, with the following exceptions:

(1) Persons consuming or possessing an open container of an alcoholic beverage on property that is permitted or licensed by the Texas Alcoholic Beverage Commission to serve alcoholic beverages; and

(2) Persons consuming or possessing an open container of an alcoholic beverage on property permitted for a Special Event as set forth in Chapter 11, Article VIII of the Plano Code of Ordinances, only where such permit authorizes the service of alcohol.

(b) The chief of police or other police officer of the city or any peace officer within the limits of the city may arrest without warrant any person who violates the terms of this section and the officer or person making the arrest is justified in adopting all of the measures which he might adopt in cases of arrest under warrant; provided further, that in all cases of arrest without warrant the officer making the arrest shall immediately take the person arrested before the nearest or most accessible magistrate having jurisdiction.

(c) Any person found guilty of violating the terms of this section shall be deemed guilty of a misdemeanor, and upon conviction therefore, shall be punished as provided in section 1-4 (b)."

**Section II.** All provisions of the Ordinances of the City of Plano, codified or uncodified, in conflict with the provisions of this Ordinance are hereby repealed, and all other provisions of the Ordinances of the City of Plano, codified or uncodified, not in conflict with the provisions of this Ordinance shall remain in full force and effect.

**Section III.** The repeal of any Ordinance or part of Ordinances effectuated by the enactment of this Ordinance shall not be construed as abandoning any action now pending under or by virtue of such Ordinance or as discontinuing, abating, modifying or altering any penalty accruing or to accrue, or as affecting any rights of the municipality under any section or provision of any Ordinances at the time of passage of this Ordinance.

**Section IV.** It is the intention of the City Council that this Ordinance, and every provision hereof, shall be considered severable, and the invalidity or unconstitutionality of any section, clause, provision or portion of this Ordinance shall not affect the validity or unconstitutionality of any other portion of this Ordinance.

**Section V.** This Ordinance shall become effective immediately upon its passage and publication as required by law.

**DULY PASSED AND APPROVED** this the \_\_\_\_ day of \_\_\_\_\_,  
2009.

\_\_\_\_\_  
Pat Evans, MAYOR

ATTEST:

\_\_\_\_\_  
Diane Zucco, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Diane C. Wetherbee, CITY ATTORNEY



## CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>			Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Council Meeting Date: <b>4/14/09</b>			Reviewed by Legal <i>llw</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Police Department			Initials	Date
Department Head	Gregory W. Rushin		Assistant City Manager		
Dept Signature:	<i>Gregory W. Rushin</i>		Deputy City Manager		
			City Manager <i>JRL</i> 4/13/09		
Agenda Coordinator (include phone #): <b>Mary Wright x2410</b>					
ACTION REQUESTED: <input checked="" type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER					
<b>CAPTION</b>					
AN ORDINANCE OF THE CITY OF PLANO, TEXAS AMENDING SECTION 11-146 OF ARTICLE IV. PEDDLERS AND SOLICITORS OF CHAPTER 11. LICENSES AND BUSINESS REGULATIONS OF THE CODE OF ORDINANCES OF THE CITY OF PLANO TO REQUIRE COMMERCIAL SOLICITORS TO CARRY VALID PHOTO IDENTIFICATION; PROVIDING A REPEALER CLAUSE, A SAVINGS CLAUSE; A SEVERABILITY CLAUSE; A PENALTY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.					
<b>FINANCIAL SUMMARY</b>					
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS	
Budget	0	0	0	0	
Encumbered/Expended Amount	0	0	0	0	
This Item	0	0	0	0	
BALANCE	0	0	0	0	
FUND(S):					
COMMENTS:					
<b>SUMMARY OF ITEM</b>					
The City Council deems it necessary to require commercial solicitors to carry valid photo identification with them while soliciting, which will help protect the safety and welfare of the citizens of Plano.					
List of Supporting Documents: Ordinance Memo			Other Departments, Boards, Commissions or Agencies		



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<http://www.planopolice.org>

## **MEMORANDUM**

**DATE:** March 31, 2009  
**TO:** Chief Gregory Rushin, via Chain of Command  
**FROM:** Jeff Bray, Senior Legal Advisor and Jay Dominguez, Officer  
**SUBJECT:** Proposed City Ordinance Change

---

Officers in field operations (i.e. Patrol Division) are currently experiencing problems with the verbiage in City of Plano City Ordinance # 2002-7-13, Article IV, which covers Peddlers and Solicitors. In particular, sub-section 11-146, which requires that the person in charge of conducting commercial solicitation (i.e. employer) provide their employee with a form of identification, is not sufficient to require solicitors to carry accurate identification.

Some of these employers are providing said employees with picture identification cards displaying names and date of births, but the names and dates of birth given by the employee, which may not be accurate, and which are not normally verified by the employer. When we stop and detain one of these solicitors we have no idea if the identity they are asserting is accurate. Our options in the field are then limited if we choose to take enforcement action (i.e. Citation) against this individual, since the name and address on these ID cards being presented may not be accurate and, if inaccurate, makes it impossible for the courts or warrants section to track these individuals down. Our only other options in the field when dealing with these individuals would be to either take no action at all, or make a custodial arrest to determine their true identity. This puts us in the unenviable position of having to arrest persons we would not otherwise arrest.

We are also discovering that a majority of these individuals being hired as solicitors are transients and have extensive criminal history, sometimes outstanding warrants, and therefore have an incentive to hide their true identity. We in the field are therefore respectfully requesting that sub-section 11-146 be amended to reflect that these solicitors be required to carry a governmental document (i.e. DL or ID) with their photo on it as well as a current solicitors permit when soliciting within the corporate city limits of Plano in lieu of ID cards currently being provided by their employers.

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF PLANO, TEXAS AMENDING SECTION 11-146 OF ARTICLE IV. PEDDLERS AND SOLICITORS OF CHAPTER 11. LICENSES AND BUSINESS REGULATIONS OF THE CODE OF ORDINANCES OF THE CITY OF PLANO TO REQUIRE COMMERCIAL SOLICITORS TO CARRY VALID PHOTO IDENTIFICATION; PROVIDING A REPEALER CLAUSE, A SAVINGS CLAUSE; A SEVERABILITY CLAUSE; A PENALTY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Section 11-146 of Article IV Peddlers and Solicitors of Chapter 11 of the Code of Ordinances of the City of Plano, Texas, provides that persons in charge of conducting commercial solicitations must provide to their solicitors identification of who the solicitor is and for whom they are soliciting; and

**WHEREAS**, Section 11-146 does not require that a valid photo identification be used that is sufficient to determine the true identify of the commercial solicitor; and

**WHEREAS**, the City Council of the City of Plano, Texas, deems it in the best interest of its citizens that Sections 11-146 of Article IV Peddlers and Solicitors of Chapter 11 be amended, respectively, to require that commercial solicitors carry valid photo identification with them while soliciting.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, THAT:**

**Section I.** Section 11-146 of Article IV. Peddlers and Solicitors of Chapter 11 Licenses and Business Regulations of the Code of Ordinances of the City of Plano is hereby amended to read in its entirety as follows:

“Sec. 11-146. Display of identification for commercial solicitation.

The person(s) in charge of conducting commercial solicitation shall ensure that all commercial solicitors involved in the solicitation shall possess on their persons a valid photo identification, such as a drivers license or other government identification, that correctly identifies who the solicitor is and for whom the solicitor is soliciting. It shall be unlawful for any commercial solicitor to fail or refuse to show or display such identification upon the request of any person.”

**Section II.** All provisions of the Ordinances of the City of Plano, codified or uncoded, in conflict with the provisions of this Ordinance are

hereby repealed, and all other provisions of the Ordinances of the City of Plano, codified or uncodified, not in conflict with the provisions of this Ordinance shall remain in full force and effect.

**Section III.** The repeal of any Ordinance or part of Ordinances effectuated by the enactment of this Ordinance shall not be construed as abandoning any action now pending under or by virtue of such Ordinance or as discontinuing, abating, modifying or altering any penalty accruing or to accrue, or as affecting any rights of the municipality under any section or provision of any Ordinances at the time of passage of this Ordinance.

**Section IV.** It is the intention of the City Council that this Ordinance, and every provision hereof, shall be considered severable, and the invalidity or unconstitutionality of any section, clause, provision or portion of this Ordinance shall not affect the validity or unconstitutionality of any other portion of this Ordinance.

**Section V.** A violation of any provision of this ordinance shall be deemed a misdemeanor punishable as provided by Section 1-4(b) of the Code of Ordinances of the City of Plano, Texas.

**Section VI.** This Ordinance shall become effective immediately upon its passage and publication as required by law.

**DULY PASSED AND APPROVED** this the \_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Pat Evans, MAYOR

ATTEST:

\_\_\_\_\_  
Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

*Diane C. Wetherbee*  
\_\_\_\_\_  
Diane C. Wetherbee, CITY ATTORNEY

9-4



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Council Meeting Date:	<b>4/14/09</b>	Reviewed by Legal <i>WJ</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Public Works & Engineering			Initials
Department Head	Alan L. Upchurch	Assistant City Manager	<i>[Signature]</i>	
Dept Signature:	<i>[Signature]</i>	Deputy City Manager	<i>[Signature]</i>	
		City Manager	<i>[Signature]</i>	
Agenda Coordinator (include phone #): <b>Irene Pegues (7198)</b> <i>[Signature]</i>				
ACTION REQUESTED: <input checked="" type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
<b>CAPTION</b>				
An ordinance of the City of Plano, Texas, adding Section 12-104.6 to Chapter 12, Motor Vehicles and Traffic, of the City of Plano Code of Ordinances to prohibit parking in public lots in the downtown area at any time adjacent to a curb that is painted yellow and designated "No Parking"; providing a fine for criminal penalties not to exceed \$200.00 for each offense; and providing a Repealer Clause, a Severability Clause, a Savings Clause, and an effective date.				
<b>FINANCIAL SUMMARY</b>				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
<b>BALANCE</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
FUND(S):				
COMMENTS:				
<b>SUMMARY OF ITEM</b>				
The attached ordinance will prohibit parking in public parking lots adjacent to curbs painted yellow and designed "No Parking". The prohibition is for several public parking lots in downtown including City Hall.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Location Map		N/A		

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF PLANO, TEXAS, ADDING SECTION 12-104.6 TO CHAPTER 12, MOTOR VEHICLES AND TRAFFIC, OF THE CITY OF PLANO CODE OF ORDINANCES TO PROHIBIT PARKING IN PUBLIC LOTS IN THE DOWNTOWN AREA AT ANY TIME ADJACENT TO A CURB THAT IS PAINTED YELLOW AND DESIGNATED "NO PARKING"; PROVIDING A FINE FOR CRIMINAL PENALTIES NOT TO EXCEED \$200.00 FOR EACH OFFENSE; AND PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE, A SAVINGS CLAUSE, AND AN EFFECTIVE DATE.**

**WHEREAS**, City Council adopted Ordinance No. 2002-9-38 on September 23, 2002, providing restrictions for parking in public lots in the downtown area; and

**WHEREAS**, staff further recommends prohibiting parking in public lots in the downtown area at any time adjacent to a curb that is designated "No Parking".

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, THAT:**

**Section I.** Section 12-104.6 of Chapter 12 Motor Vehicles and Traffic of the City of Plano Code of Ordinances is hereby enacted to read in its entirety as follows:

"Sec. 12-104.6. No Parking in public lots in the downtown area at any time adjacent to a curb that is painted yellow and designated "No Parking".

It shall be unlawful for any person to park a motor vehicle in the following public parking lots at any time adjacent to a curb that is painted yellow and designated "No Parking":

The public parking lots bounded by 15<sup>th</sup> Street, K Avenue and Municipal Avenue;

Haggard Park parking lot bounded by 15<sup>th</sup> Street, H Avenue, 16<sup>th</sup> Street and the DART light-rail line;

The two public parking lots bounded by 15<sup>th</sup> Street, K Avenue, 14<sup>th</sup> Street and the DART light-rail line;

The public parking lots north of Municipal Avenue, west of L Avenue and south of 18<sup>th</sup> Street.

**Section II.** All provisions of the Code of Ordinances of the City of Plano, codified or uncoded, in conflict with the provisions of this Ordinance are hereby repealed, and all other provisions of the Code of Ordinances of the City of Plano, codified or uncoded, not in conflict with the provisions of this Ordinance shall remain in full force and effect.

**Section III.** It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable; and if any phrase, clause, sentence, or section of this Ordinance shall be declared unconstitutional or

invalid by any court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any other remaining phrase, clause, sentence, paragraph or section of this Ordinance.

**Section IV.** The repeal of any Ordinance or part of Ordinances effectuated by the enactment of this Ordinance shall not be construed as abandoning any action now pending under or by virtue of such Ordinance or as discontinuing, abating, modifying or altering any penalty accruing or to accrue, or as affecting any rights of the municipality under any section or provisions at the time of passage of this ordinance.

**Section V.** Any person, firm, or corporation violating any of the provisions of this Ordinance shall be guilty of a misdemeanor and, upon conviction in the Municipal Court, shall be subject to a fine not to exceed TWO HUNDRED AND NO/100 DOLLARS (\$200.00) for each offense. Each and every violation shall be deemed to constitute a separate offense.

**Section VI.** This Ordinance shall become effective immediately upon its passage and publication as required by law.

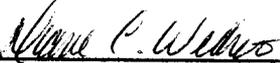
**DULY PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Pat Evans, MAYOR

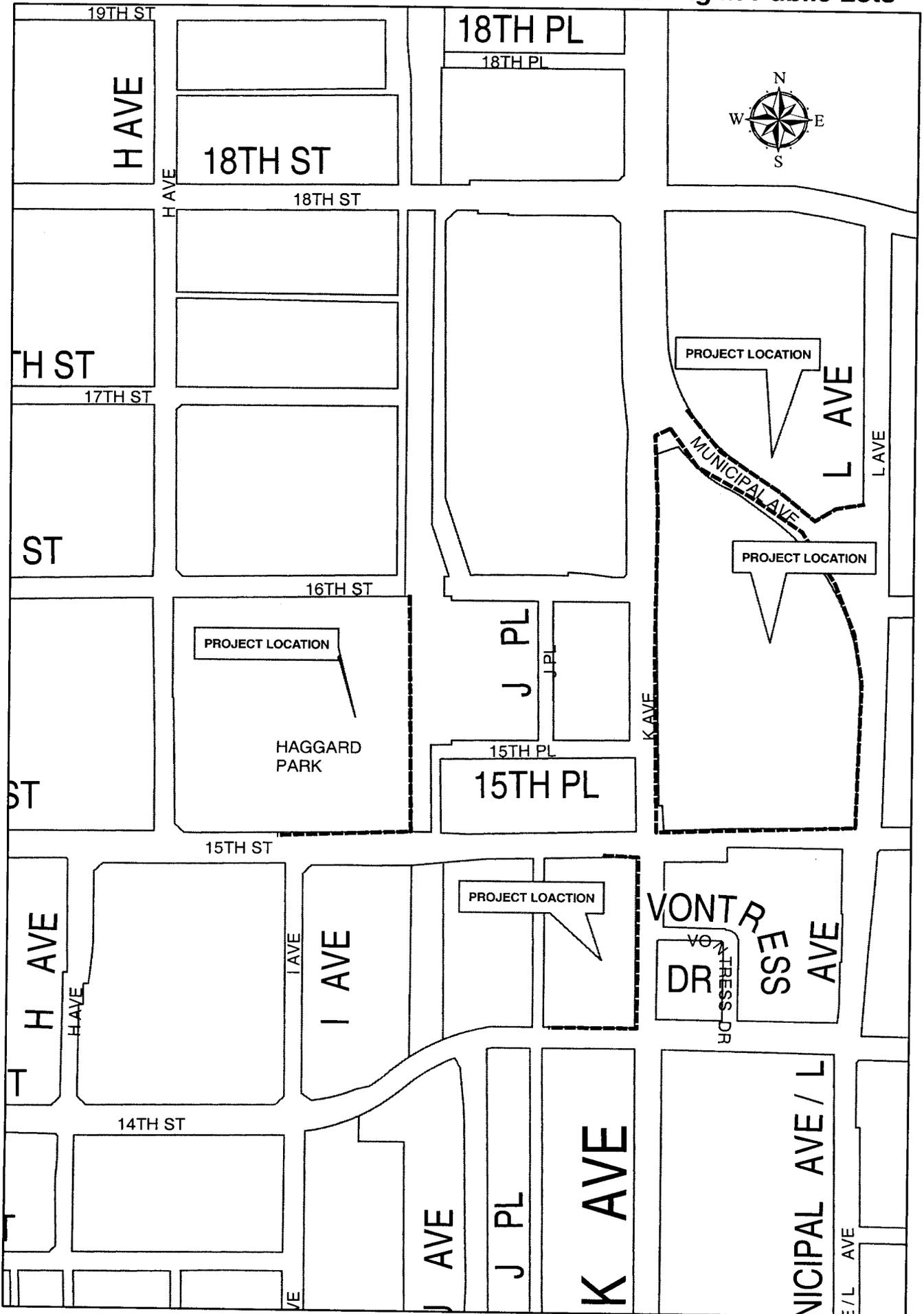
ATTEST:

\_\_\_\_\_  
Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Diane C. Wetherbee, CITY ATTORNEY

# City of Plano Code of Ordinances to Prohibit Parking in Public Lots





**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Council Meeting Date:	<b>4/14/09</b>	Reviewed by Legal <i>W</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	City Secretary	Initials	Date	
Department Head	Diane Zucco	Executive Director		
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	<i>4/14/09</i>
Agenda Coordinator (include phone #): <b>Sharon Kotwitz - x7120</b>				
ACTION REQUESTED: <input checked="" type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
<b>CAPTION</b>				
To adopt and enact Supplement Number 85 to the Code of Ordinances for the City of Plano; providing for amendment to certain sections of the Code; and providing an effective date.				
<b>FINANCIAL SUMMARY</b>				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(s):				
COMMENTS: This item has no fiscal impact				
<b>SUMMARY OF ITEM</b>				
Adoption of this ordinance enables this supplement to be admissible in court.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS ADOPTING AND ENACTING SUPPLEMENT NUMBER 85 TO THE CODE OF ORDINANCES FOR THE CITY OF PLANO; PROVIDING FOR AMENDMENT TO CERTAIN SECTIONS OF THE CODE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Plano, Texas adopted a new Code of Ordinances upon adoption of Ordinance No. 87-3-14, on March 9, 1987; and

**WHEREAS**, Sections V and VI of Ordinance No. 87-3-14 provide for amendment to said Code of Ordinances; and

**WHEREAS**, §3.11 of the City of Plano Charter provides that the City Council has the power to have its ordinances codified and printed in Code form, and that such printed form shall have full force and effect without the necessity of publishing the same or any part thereof in a newspaper; and

**WHEREAS**, the Code of Ordinances of the City of Plano, Texas has been revised by previous amendments duly passed as individual ordinances by the City Council and such amendments are reflected on Supplement Number 85;

**WHEREAS**, The City Council wishes to adopt the ordinance codification version appearing in Supplement 85 of the Plano Code of Ordinances in order for the printed Code form to be considered identical to the original ordinance and to eliminate any confusion or differences in the format of the original ordinance.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, THAT:**

**Section I.** The City Council hereby adopts the printed Code form of the ordinances contained in Supplement 85 as prepared by the codifier.

**Section II.** This Ordinance shall become effective immediately upon its passage.

**DULY PASSED AND APPROVED** this the 14th day of April, 2009.

\_\_\_\_\_  
Pat Evans, MAYOR

ATTEST:

\_\_\_\_\_  
Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
Diane C. Wetherbee, CITY ATTORNEY



## CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: <b>4/14/09</b>		Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Planning		Initials	Date
Department Head	P. Jarrell	Assistant City Manager		
Dept Signature:	<i>P. Jarrell</i>	Deputy City Manager	<i>[Signature]</i>	<i>4/15/09</i>
		City Manager	<i>[Signature]</i>	<i>4/14/09</i>
Agenda Coordinator (include phone #): <b>Tammy Stuckey, ext. 7156</b>				

**ACTION REQUESTED:**     ORDINANCE     RESOLUTION     CHANGE ORDER     AGREEMENT  
 APPROVAL OF BID     AWARD OF CONTRACT     OTHER

### CAPTION

AN ORDINANCE OF THE CITY OF PLANO, PROVIDING CERTAIN HERITAGE RESOURCES LOCATED IN THE CITY OF PLANO, TEXAS, PARTIAL EXEMPTION FROM THE CURRENT YEAR AD VALOREM TAXATION IN THE AMOUNT OF \$31,935.75; PROVIDING A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

### FINANCIAL SUMMARY

NOT APPLICABLE     OPERATING EXPENSE     REVENUE     CIP

FISCAL YEAR: <b>2008-2009</b>	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	120,025,200	0	<b>120,025,200</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	-31,936	0	<b>-31,936</b>
<b>BALANCE</b>	<b>0</b>	<b>119,993,264</b>	<b>0</b>	<b>119,993,264</b>

**FUND(S):    GENERAL FUND & GENERAL OBLIGATION DEBT FUND**

**COMMENTS:** This item will result in a loss of Ad Valorem Tax revenue in the amount of \$31,936 for the current year for a partial exemption.

**STRATEGIC PLAN GOAL:** Partial Ad Valorem Tax exemptions relate to the City's Goal of Premier City in Which to Live.

### SUMMARY OF ITEM

The Heritage Commission has recommended partial tax exemption for 66 properties in Plano. The Commission did not recommend tax exemption for seven properties because required repairs were not completed. The loss in property tax revenue to the City is estimated to be approximately \$31,935.75 based on currently published property values and tax rates. The overall loss in property tax revenue to all four taxing entities is estimated to be approximately \$142,034.38.

The purpose of tax exemption for Heritage properties is to promote preservation through ongoing maintenance. The Heritage Commission inspects each structure yearly to determine if it is being maintained in accordance with the provisions of the ordinance. Class A Structures (individually designated and used for residential purposes) receive 100% exemption from taxation. Class B Structures (individually designated and used for commercial purposes) receive 50% exemption. Class C Structures (contributing to a historic district and used



# CITY OF PLANO COUNCIL AGENDA ITEM

for residential purposes) receive 75% exemption. Finally, Class D Structures (contributing to a historic district and used for commercial purposes) receive 38% exemption. These exemptions are on the value of the improvements; full taxes are still paid on the land.

During the survey staff and/or Commissioners visit each property; note exterior issues requiring maintenance or repair; and photograph them for reference. All repair items are rated as either a "1" or a "2". A "1" rating applies to issues such as paint "touch up" that can typically be addressed in one year. A "2" rating applies to more significant and expensive issues such as restoring the siding of building or repairing a foundation that can typically be addressed in two years.

Two letters were submitted to the Heritage Preservation Officer appealing the Heritage Commission's recommendation for denial:

900 17th Street (See Attachment 1)

Flaking paint on sections of the primary residence and garage required repainting in areas identified by staff  
Item rated "1" in February 2008 and required completion by January 15, 2009  
Property surveyed February 4, 2009 – no apparent attempt to address issue  
HC met March 3, 2009, and did not recommend exemption

1022 E. 15th Street (See Attachment 2)

Flaking Paint on storefront window and door trim required touch-up paint  
Downspout on right side of storefront required repair  
Both items were rated "1" in February 2008 and required completion by January 15, 2009  
Property surveyed February 9, 2009 – no apparent attempt to address issue  
HC met March 3, 2009, and did not recommend exemption

Each property owner receives four letters during the year regarding their participation in the program. Included in each letter are the list of repair items that must be addressed and a copy of the photographs staff took during the survey identifying the repair items. In addition, each property owner received notification of the Heritage Commission's meeting on March 3, 2009, to review the tax exemptions. The owner of above properties failed to attend this meeting.

List of Supporting Documents:

Memo  
Ordinance

Other Departments, Boards, Commissions or Agencies  
Heritage Commission

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**MEMORANDUM**

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**TO:** MR. FRANK TURNER  
**FROM:** LIZ CASSO, HERITAGE PRESERVATION OFFICER  
**SUBJECT:** 2009 HISTORIC TAX EXEMPTION PROPERTIES AND APPEAL  
**DATE:** 4/8/2009

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Attached please find the proposed ordinance and supporting spreadsheets representative of the historic properties eligible to receive the 2009 Historic Structures Property Tax Exemption for consideration by the City Council at its April 14, 2009, meeting. In the past 60 days, the Heritage Commission has conducted an annual survey of eligible properties, made recommendations regarding necessary repairs, approved the tax exemptions as stated, and shared this information with the coordinating agencies: PISD, CCCCD, and Collin County.

This year applications were received for seventy-three (73) properties and sixty-six (66) properties were recommended for tax exemptions ranging from 38% to 100% of taxable value of the "improvements" (buildings, driveways, parking, etc.) only. Land value is not eligible for the exemption. The exemptions total \$31,935.75 in City receipts and \$142,034.38 for all four taxing entities. This is approximately a 4% decrease in City exemptions and a 2% decrease in overall exemptions from 2008. The decrease in overall exemptions is due to an approximately 10% decrease in total assessed values of the surveyed properties, a 3% decrease in the PISD tax rate, and the fact that the city tax rate remained constant between 2008 and 2009.

The Tax Exemption Ordinance requires a yearly review of each property to ensure that it is being maintained in a standard appropriate for historic structures. Repair items are rated either a "1" or a "2." A rating of "1" identifies a relatively minor item that may be readily addressed in one year. A "2" rating involves a more complicated and expensive undertaking and it allows two years for completion. The commission and the City Council also have the authority to extend an exemption for an additional year if it is determined that extenuating circumstances require another year to complete a particular repair.

A property owner may appeal the recommendation of the Heritage Commission to the City Council. The notice of appeal must be submitted in the form of a signed letter to the Heritage Preservation Officer within ten business days of the Heritage Commissions decision (per the Tax Exemption Ordinance). Two properties out of the seven denied by the Heritage Commission at the March 3<sup>rd</sup> meeting were appealed. One owner has appealed the commission's recommendation for denial of the tax exemption on two properties (900 17<sup>th</sup> Street & 1022 E. 15<sup>th</sup> Street).

**Requested Appeals:**

1. **900 17<sup>th</sup> Street** (Attachment 1) - During the 2008 tax exemption survey, staff noted paint flaking and cracking on the house and garage. This maintenance item was rated a "1". The

applicant was informed that both structures required repainting on those areas where the paint was flaking by January 15, 2009, or the tax exemption could be lost. During the annual survey, it appeared that no attempt had been made to address the issue. The Heritage Commission recommended removal of the exemption. The property owner has appealed this denial, citing "extreme financial hardship" as the reason the repainting was not completed. The applicants also indicated that they called the City in December to request an extension. City staff does not recall this phone call. Regardless, staff does not have the authority to grant such an extension. Only the Heritage Commission or City Council has this power.

2. **1022 E. 15<sup>th</sup> Street** (Attachment 2) – During the 2008 tax exemption survey, staff noted flaking paint on the storefront window and door trim. They also noted a downspout on the right side of the storefront in need of repair. Both maintenance items were rated a "1". The applicant was informed that the touch-up painting and repairs were required by January 15, 2009, or the tax exemption could be lost. During the annual survey, it appeared that no attempt had been made to address the issues. The Heritage Commission recommended removal of the exemption. The property owner has appealed this denial. In the letter of appeal, the applicant stated that the repair items were completed "prior to 2008 end" and did not "understand what was not done correctly."

Per the City of Plano Tax Exemption Ordinance, Section 20-55 (a), "The applicant shall be notified of any deficiencies from the above standards and shall correct or restore them within the time frame determined at the time of notification. The HC shall determine, when applicable, if the applicant has adequately corrected the deficiencies in the required time frame from the previous year in order to certify that the subject property is in compliance. The HC must also evaluate if the general health, safety and welfare and the public interest is being served in designating and preserving individual and contributing heritage resources."

During 2008, four letters were sent to each property owner citing the repairs as required to be addressed by January 15, 2009, in order to retain the tax exemption. Included with each letter were copies of the photographs staff took identifying the repair items. All property owners were free to contact staff any time throughout the year should they have had any questions about their repair items or concerns about completing the work. The Heritage Commission met on March 3, 2009, to review the 2009 tax exemption properties. Notice of the meeting with staff findings was sent to all property owners. The owners of 900 17<sup>th</sup> Street and 1022 E. 15<sup>th</sup> Street did not attend this meeting.

Please advise me if additional information is needed.

**900 17<sup>th</sup> Street**

Staff Findings from the 2009 Tax Exemption Survey

- Property surveyed February 4, 2009

RESOURCE	LOCATION	OWNER	OWNER ADDRESS	2009 COMMENTS NOTE: Items rated "1" must be completed by 2/1/10; Items rated "2" must be completed by 2/1/11.
Will Schimelpfenig House	900 17 <sup>th</sup> St	Jack & Cindy Boggs	900 17 <sup>th</sup> St	2008 REPAIR ITEMS – NOT COMPLETED <ul style="list-style-type: none"> <li>Gap between chimney and east façade; requires investigation and possible repair (2008-2 – must be completed by 2010)</li> <li><b>Paint flaking and cracking on house and garage; requires paint (2008-1)</b></li> </ul> REPAIR ITEMS NOTED IN 2009 <ul style="list-style-type: none"> <li>Flaking paint on the porch railing and on the 2nd floor of the north façade of the house above the porch; requires touch up (1)</li> <li>Garage gutter on the west façade (facing H Avenue) above the doors is badly bent; requires repair (1)</li> </ul>

During the 2008 tax exemption survey, staff noted paint flaking and cracking on the house and garage. This maintenance item was rated a “1”. The applicant was informed that both structures required repainting on those areas where the paint was flaking by January 15, 2009, or the tax exemption could be lost. Four letters were sent during the course of last year. Included with each letter were copies of the photographs staff took during the survey identifying the problem areas. When the building was inspected on February 4, 2009, it appeared that no attempt had been made to address the issue. The Heritage Commission met to review the 2009 tax exemptions on March 3, 2009. (All owners were notified of this meeting.) However, the applicant did not attend. The Heritage Commission voted to deny the exemption noting that the repair item had not been completed. The property owner has appealed this denial. In the letter of appeal, the applicant cited "extreme financial hardship" as the reason the repainting was not completed. The applicants also indicated that they called the City in December to request an extension. City staff does not recall this phone call. Regardless, staff does not have the authority to grant such an extension. Only the Heritage Commission or City Council has this power.

**2008 Survey Photograph**



**2009 Survey Photograph**



2008 Survey Photograph



2009 Survey Photograph



Letter of Appeal

To: Liz C. Heritage Commission  
From: Cindy Boggs  
Re: 900 17th St., Plano, TX  
Date: Mar. 17, 2009

Dear Liz,

Allow this to formalize our conversation regarding our intent to appeal the Heritage Commissions' denial of our '08 tax exemption for our home at 900 17th Street.

It is due to extreme financial hardship that we had to postpone repairs at year's end. We lease that house currently. The required repairs are in the process of being completed. We did ask for an extension in December. It was by phone however. We would hope to ask the City to grant this thru a formal appeal.

Thank you.  
Cindy + Jack Boggs.  
214) 632-2382

**1022 E. 15<sup>th</sup> Street**

Staff Findings from the 2009 Tax Exemption Survey

- Property was surveyed February 9, 2009

RESOURCE	LOCATION	OWNER	OWNER ADDRESS	2009 COMMENTS NOTE: Items rated "1" must be completed by 2/1/10; Items rated "2" must be completed by 2/1/11.
Downtown	1022 E. 15 <sup>th</sup> St	East Side Partners Ltd	P.O. Box 712	2008 REPAIR ITEMS – NOT COMPLETED <ul style="list-style-type: none"> <li>Flaking paint on window and door trim on north façade; requires touch up (1)</li> <li>Downspout on north façade in disrepair; requires repair (1)</li> </ul> REPAIR ITEMS NOTED IN 2009 <ul style="list-style-type: none"> <li>Paint flaking on rear door; requires touch up (1)</li> </ul>

During the 2008 tax exemption survey, staff noted flaking paint on the storefront window and door trim. They also noted a downspout on the right side of the storefront in need of repair. Both maintenance items were rated a “1”. The applicant was informed that the touch-up painting and repairs were required by January 15, 2009, or the tax exemption could be lost. Four letters were sent during the course of last year. Included with each letter were copies of the photographs staff took during the survey identifying the problem areas. When the building was inspected on February 9, 2009, it appeared that no attempt had been made to address the issues. The Heritage commission met to review the 2009 tax exemptions on March, 3, 2009. (All owners were notified of this meeting.) However, the applicant did not attend. The Heritage Commission voted to deny the exemption noting that the repair items had not been completed. The property owner has appealed this denial. In the letter of appeal, the applicant stated that the repair items were completed "prior to 2008 end" and did not "understand what was not done correctly."

**2008 Survey Photographs**

**2009 Survey Photograph**



Attachment 2

**2008 Photograph**



**2009 Photograph**



**2008 Photograph**



**2009 Photograph**



To: Lig C. Heritage Commission  
From: Cindy Boggs  
Re: 1022 15<sup>th</sup> St. Plano, TX 75074  
Date: March 17<sup>th</sup>, 2009

Dear Lig,

Please allow this to formalize our intent to appeal the denial of our tax exemption for 1022 15<sup>th</sup> St., Plano.

All repairs that were needed have been completed to the building prior to 2008 end. As we do not understand what was not done correctly, we would appreciate the opportunity to discuss this.

Thank you,  
Cindy Boggs  
Eastside Partners  
214) 632-2382

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF PLANO, PROVIDING CERTAIN HERITAGE RESOURCES LOCATED IN THE CITY OF PLANO, TEXAS, PARTIAL EXEMPTION FROM THE CURRENT YEAR AD VALOREM TAXATION IN THE AMOUNT OF \$31,935.75 PROVIDING A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

**WHEREAS**, Article 8, Section 1-F of the Texas Constitution and Section 11.24 of the Texas Property Tax Code enable the City of Plano to exempt from taxation all or part of the assessed value of a structure if the structure is designated as a historically significant site in need of tax relief to encourage its preservation; and

**WHEREAS**, City of Plano Ordinance No. 84-8-24, as amended, authorizes the City Council of the City of Plano, upon certification and recommendation by the Heritage Commission, to exempt from the current year taxation part or all of the assessed value of a structure if the structure is designated as a historically significant site and in need of tax relief to encourage its preservation; and

**WHEREAS**, the City Council finds that the structures listed in this ordinance have been certified and recommended by the Heritage Commission and thus should be approved for partial exemption from ad valorem taxes for 2009.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS:**

**Section I.** The historic structures identified in the attached Exhibit "A" have been certified and recommended by the Heritage Commission and are hereby approved by the City Council for partial exemption from ad valorem taxes for the current year (2009) in accordance with the provisions of Ordinance No. 84-8-24, as amended:

**Section II.** All land shall be assessed for taxation in the same equal and uniform manner as all other taxable property in the City.

**Section III.** It is the intention of the City Council that this ordinance and every provision hereof shall be considered severable and the invalidity or partial invalidity of any section, clause, or provision of this ordinance should not affect the validity of any other portion of this ordinance.

**Section IV.** This Ordinance shall become effective immediately upon its passage as required by law.

PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2009.

\_\_\_\_\_  
Pat Evans, MAYOR

ATTEST:

\_\_\_\_\_  
Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
Diane C. Wetherbee, CITY ATTORNEY

CITY OF PLANO HISTORIC TAX EXEMPTION - 2009

Properties Recommended for Approval of Tax Exemption

RESOURCE	LOCATION	OWNER	OWNER ADDRESS	CITY	ST	ZIP	2008 COMMENTS	Surveyed by	Y/N	PERCENT	IMP VALUE	CITY	COUNTY	CCCC	PSD	TOTAL EX
1 Hood House	1211 15th St.	Stonegate East Plano Partners LP	260 N Denton Tap Rd. #275	Coppell	TX	75078	Debris on roof at the rear of structure requires removal (1) Concrete skirting on east side of structure requires painting (1) Screen on second floor window on east facade in need of repair (1) Front porch and balcony floor in is rotted and in need of both repair and repainting (2) East side porch floor in need of repair and repainting (2) Paint chipping on underside of first floor eaves around porch. requires touch up (1) Rotted wood and mold found on front porch ceiling. requires maintenance and repainting	MC & LC	Yes	50%	55,167	130.61	66.88	23.86	359.52	580.88
2 Carisle House	1407 15th St.	Michael and Hannel Linz	1407 15th St.	Plano	TX	75074	Flaking paint on front third floor dormer window. requires touch up (1) Flaking paint on trim throughout structure. requires touch up (1)	MC & LC	Yes	100%	277,510	1,314.01	672.06	240.03	3,617.07	5,844.06
3 Arch Weatherford House	1410 E. 15th St.	Jo Howser	1410 E. 15th Street	Plano	TX	75074	OK - Nothing to Repair	MC & LC	Yes	100%	197,443	934.80	478.60	170.78	2,573.50	4,157.68
4 Roller House	1413 15th St.	Randy & Leah Edwards	1413 15th St	Plano	TX	75074	Front porch floor sagging and warped in places. requires repair (2) Deteriorated wood and flaking paint on detached garage on west side of property. requires repairs and repainting (1)	MC & LC	Yes	100%	310,148	1,488.55	752.11	268.26	4,042.47	6,531.39
5 Salmon House	1414 E. 15th St.	Sharon K. Lloyd	1414 E. 15th St.	Plano	TX	75074	OK - Nothing to Repair	MC & LC	Yes	100%	379,591	1,797.36	920.51	328.32	4,947.59	7,993.78
6 Schell House	1210 16th St.	Michael & Debra Hamilton	1210 16th St.	Plano	TX	75074	Flaking paint on trim or front dormer windows. requires touch up (1) Flaking paint along ledge above front porch fascia board. requires touch up (1)	MC & LC	Yes	100%	122,741	581.18	297.65	106.16	1,599.81	2,584.79
7 Carpenter House	1211 16th St.	Stanley and Pat Black	1211 16th St.	Plano	TX	75074	REPAIR ITEMS NOTED IN 2009 Flaking paint on the ramp and side steps on east side of building. requires touch up (1) Paint flaking on rear fence on east side of property. requires touch up (1) Paint flaking on front porch gable. requires touch up (1) Paint flaking on window trim of several windows (particularly 2nd floor windows)	MC & LC	Yes	50%	360,340	874.41	447.82	159.73	2,406.99	3,888.95
8 Little Carisle House	1611 K Avenue	Carisle Building LLC	1611 K Avenue	Plano	TX	75074	Flashing in need of repair on the south facade gable (1)	MC & LC	Yes	50%	159,939	378.66	193.89	89.17	1,042.32	1,684.07
9 Forman House	1617 K Ave	Jim and Gwen Workman	1617 K Ave	Plano	TX	75074	Rear addition roof on the north facade has a hole. requires repair (1) Paint flaking on rear building (#6177). requires repair (1)	MC & LC	Yes	50%	59,684	140.83	72.12	25.72	387.66	626.33
10 McCall Stagg's House	1704 N Place	William and Annette Armstrong	1704 N Place	Plano	TX	75074	Right column on the second floor front projecting bay has a hole. requires repair (1) Paint flaking on front porch columns and trim. front door frame (particularly at the base). Second floor projecting bay trim. and trim in various locations on the structure. requires touch-up (1) Wood siding along the bottom of the north facade is deteriorated. requires repair (1)	MC & LC	Yes	100%	131,367	622.97	319.05	113.80	1,714.84	2,770.68
11 Wells Farmstead	3921 Coit	Barbara Wells	3901 Coit Road	Plano	TX	75093	Flaking paint on front porch floor. requires repair (1) Some porch floor boards in disrepair. require replacement (1)	MC & LC	Yes	50%	201,056	476.00	243.78	86.95	1,310.28	2,117.01
12 Lodge	1001 15th St.	A.R. Schell, III	P. O. Box. 860355	Plano	TX	75086	OK - Nothing to Repair	MC & LC	Yes	50%	326,481	772.94	395.88	141.19	2,127.69	3,437.67
F&M Band/Plano Star	1015 E. 15th St.	Sparting Investments Ltd	1015 15th Street	Plano	TX	75074	2008 REPAIR ITEMS - NOT COMPLETED Canopy is damaged. requires repair (2008-1) REPAIR ITEMS NOTED IN 2009 Paint chipped on the front left-facing concrete bulkhead. requires touch up (1) Rotted window trim on rear window (right of back door). requires repair (1)	MC & LC	No	50%	182,769	432.77	221.64	78.05	1,181.28	1,924.73
14 Merritt Building	1023 E. 15th St.	M. F. Robert	4804 Lawson Court	Plano	TX	75083	Paint flaking on all rear windows and doors. requires touch up (1)	MC & LC	Yes	50%	114,862	271.48	138.03	49.59	747.25	1,207.33
15 Wyatt House	807 16th St.	Margaret Eliot	807 16th Street	Plano	TX	75074	OK - Nothing to Repair	JZ & SS	Yes	100%	108,345	513.01	262.74	93.71	1,412.17	2,281.63
16 Mathews House	901 17th St.	James Williams	617 Kessler Lake Dr.	Dallas	TX	75208	2008 REPAIR ITEMS - NOT COMPLETED Storm window screens missing on multiple windows. south and west facades. requires repair and or installation (2008-2 - must be completed by 2010) Porch steps sinking and not level. requires repair (2008-2 - must be completed by 2010)	JZ & SS	Yes	100%	146,269	692.58	354.70	126.51	1,908.47	3,060.27
17 Schmelzberg, Dudley-O'Neal	906 E. 17th St.	Alva and Melissa O'Neal	906 E. 17th Street	Plano	TX	75074	REPAIR ITEMS NOTED IN 2009 Porch floor requires touch up paint (1) Flaking paint on south facade above porch. requires touch up (1) Flaking paint on west facade. requires touch up (1)	JZ & SS	Yes	100%	296,854	1,405.60	719.87	256.78	3,869.20	6,251.43

NOTE: Calculations are estimates based on currently published tax rates and certified values.

CITY OF PLANO HISTORIC TAX EXEMPTION - 2009

Properties Recommended for Approval of Tax Exemption

RESOURCE	LOCATION	OWNER	OWNER ADDRESS	CITY	ST	ZIP	2009 COMMENTS NOTE: Items rated "1" must be completed by 2/1/10; Items rated "2" must be completed by 2/1/11.	Surveyed By	Y/N	PERCENT	IMP VALUE	CITY	COUNTY	COCC	PRSD	TOTAL EX
19 Olney Davis House	901 18th St.	Jane Smith Ltd.	3525 Milton Avenue	Dallas	TX	75205	REPAIR ITEMS NOTED IN 2009 Peeling paint on bracket located on 2nd floor, south elevation; requires touch up (1) Cracked window pane in front dormer window; requires repair (1) Fading paint on front porch floor; requires touch up (1) Flaking paint on window trim throughout; requires touch up (1) Balcony floor on the west side of front balcony in disrepair; requires repair (2)	MC & LC	Yes	50%	188,291	445,78	228,30	81.43	1,227,08	1,982,60
19 R.A. Davis House	906 18th St.	Whitehead & Sheldon LLC	906 18th Street, Suite 300	Plano	TX	75074	REPAIR ITEMS NOTED IN 2009 Rotted wood on the east facade in the north corner above the side addition roof; requires repair (1) Flaking paint on window trim throughout; requires touch up (1) Flaking paint on fascia board of structure; requires touch up (1) Main gable trim just above the 2nd floor windows in disrepair; repair required (1) Paint fading from shingles on the front of structure; touch up required (1)	MC & LC	Yes	50%	185,720	439,66	225,19	80.32	1,210,34	1,695,53
20 Hughton House	909 18th St.	Hallway Inc.	18395 Gulf Blvd Ste 203	Indian Shores	FL	33785-2082	Wood siding in disrepair where the front porch attaches to the front projecting bay on the right side; requires repair (1) Flashing is missing above the porch roof; requires repair (1) Siding missing between the concrete porch and the wood siding on the east facade; requires repair (1)	MC & LC	Yes	50%	287,106	679,73	348,12	124.16	1,871,08	3,023.10
21 House	914 18th St.	Tony and Debbie Holman	914 18th St.	Plano	TX	75074	Wood siding in disrepair where the front porch attaches to the front projecting bay on the right side; requires repair (1) Flashing is missing above the porch roof; requires repair (1) Siding missing between the concrete porch and the wood siding on the east facade; requires repair (1)	MC & LC	Yes	50%	61,306	145,14	74.33	26.51	399.53	645.52
22 Aldridge House	1615 H Ave.	Clinton M. Haggard	7532 Independence Parkway	Frisco	TX	75035	2008 REPAIR ITEMS - NOT TO REPAIR Investigate shingles on garage roof, possible repair may be needed (2008 - 2 - must be completed by 2/10) REPAIR ITEMS NOTED IN 2009 New pickets missing on south rear fence line; requires repair (1) Peeling paint on 2nd story window trim (1)	JZ & SS	Yes	100%	216,534	1,025,29	525,04	187.29	2,822.30	4,559.97
23 Lamm House	1709 H Ave.	John and Helen Proch	1709 H Ave	Plano	TX	75074	Cracked siding under name sign; requires repair (1) Trash located in the front yard near front steps and on the east side of property on the driveway; requires maintenance (1)	JZ & SS	Yes	75%	48,723	173,03	88.81	31.61	476.29	789.54
24 Haggard Park	817 18th St.	Peggy Ostrander	617 18th St.	Plano	TX	75074	Peeling paint fascia board of west-facing gable; requires paint touch up (1) Flashing lifted along roofline of right front-facing gable; repair required (1)	JZ & SS	Yes	75%	479,384	1,702.41	871.88	310.98	4,686.22	7,571.49
25 Haggard Park	710 18th St.	Stallum Family Living Trust	610 Cattle Baron Road	McKinney	TX	75069	Peeling paint beneath front porch eaves; requires touch up (1)	JZ & SS	Yes	75%	179,148	636.20	325.83	116.21	1,751.26	2,829.50
26 Haggard Park	801 18th St.	Leon and Mary Campese	801 18th St.	Plano	TX	75074	2008 REPAIR ITEMS - NOT TO REPAIR Investigate shingles on garage roof, possible repair may be needed (2008 - 2 - must be completed by 2/10) REPAIR ITEMS NOTED IN 2009 New pickets missing on south rear fence line; requires repair (1) Peeling paint on 2nd story window trim (1)	JZ & SS	Yes	75%	36,330	136.12	69.71	24.86	374.69	605.39
27 Haggard Park	811 18th St.	Gerald T. Schultz and Karen J Bowen	811 E. 16th St	Plano	TX	75074	2008 REPAIR ITEMS - NOT TO REPAIR Investigate shingles on garage roof, possible repair may be needed (2008 - 2 - must be completed by 2/10) REPAIR ITEMS NOTED IN 2009 New pickets missing on south rear fence line; requires repair (1) Peeling paint on 2nd story window trim (1)	JZ & SS	Yes	75%	139,658	496.67	254.37	90.73	1,367.18	2,208.94
28 Haggard Park	815 18th St.	Joanne Haggard	2508 Laurel Ln	Plano	TX	75074	2008 REPAIR ITEMS - NOT TO REPAIR Investigate shingles on garage roof, possible repair may be needed (2008 - 2 - must be completed by 2/10) REPAIR ITEMS NOTED IN 2009 New pickets missing on south rear fence line; requires repair (1) Peeling paint on 2nd story window trim (1)	JZ & SS	Yes	75%	129,848	461.12	236.16	84.23	1,269.33	2,050.84
29 Haggard Park	819 18th St.	Michael Dagate	819 18th St	Plano	TX	75074	2008 REPAIR ITEMS - NOT TO REPAIR Investigate shingles on garage roof, possible repair may be needed (2008 - 2 - must be completed by 2/10) REPAIR ITEMS NOTED IN 2009 New pickets missing on south rear fence line; requires repair (1) Peeling paint on 2nd story window trim (1)	JZ & SS	Yes	75%	92,803	329.57	188.79	60.70	907.20	1,465.75
30 Haggard Park	901 18th St.	Constance Cook	901 18th St	Plano	TX	75074	2008 REPAIR ITEMS - NOT TO REPAIR Investigate shingles on garage roof, possible repair may be needed (2008 - 2 - must be completed by 2/10) REPAIR ITEMS NOTED IN 2009 New pickets missing on south rear fence line; requires repair (1) Peeling paint on 2nd story window trim (1)	JZ & SS	Yes	75%	26,537	94.24	48.26	17.21	259.41	419.13
31 Haggard Park	907 18th St.	Richard McKee	907 18th St	Plano	TX	75074	2008 REPAIR ITEMS - NOT TO REPAIR Investigate shingles on garage roof, possible repair may be needed (2008 - 2 - must be completed by 2/10) REPAIR ITEMS NOTED IN 2009 New pickets missing on south rear fence line; requires repair (1) Peeling paint on 2nd story window trim (1)	JZ & SS	Yes	75%	64,788	230.08	117.83	42.03	633.34	1,023.27
32 Haggard Park	805 17th St.	Richard Cardenas	805 17th St	Plano	TX	75074	2008 REPAIR ITEMS - NOT TO REPAIR Investigate shingles on garage roof, possible repair may be needed (2008 - 2 - must be completed by 2/10) REPAIR ITEMS NOTED IN 2009 New pickets missing on south rear fence line; requires repair (1) Peeling paint on 2nd story window trim (1)	JZ & SS	Yes	75%	32,177	114.27	58.52	20.87	314.55	508.21
33 Haggard Park	807 17th St.	Prevention	2701 W 15th St #212	Plano	TX	75075	2008 REPAIR ITEMS - NOT TO REPAIR Investigate shingles on garage roof, possible repair may be needed (2008 - 2 - must be completed by 2/10) REPAIR ITEMS NOTED IN 2009 New pickets missing on south rear fence line; requires repair (1) Peeling paint on 2nd story window trim (1)	JZ & SS	Yes	75%	0	0.00	0.00	0.00	0.00	0.00
34 Haggard Park	809 17th St.	L.A. Whitley	809 17th St	Plano	TX	75074	2008 REPAIR ITEMS - NOT TO REPAIR Investigate shingles on garage roof, possible repair may be needed (2008 - 2 - must be completed by 2/10) REPAIR ITEMS NOTED IN 2009 New pickets missing on south rear fence line; requires repair (1) Peeling paint on 2nd story window trim (1)	JZ & SS	Yes	75%	45,887	162.25	83.06	29.64	446.61	721.58
35 Haggard Park	813 17th St.	John and Kathleen Brooks	813 17th St	Plano	TX	75074	2008 REPAIR ITEMS - NOT TO REPAIR Investigate shingles on garage roof, possible repair may be needed (2008 - 2 - must be completed by 2/10) REPAIR ITEMS NOTED IN 2009 New pickets missing on south rear fence line; requires repair (1) Peeling paint on 2nd story window trim (1)	JZ & SS	Yes	75%	32,151	0.00	0.00	0.00	0.00	0.00
36 Haggard Park	907 17th St.	Larry Washbrook	907 17th St	Plano	TX	75074	2008 REPAIR ITEMS - NOT TO REPAIR Investigate shingles on garage roof, possible repair may be needed (2008 - 2 - must be completed by 2/10) REPAIR ITEMS NOTED IN 2009 New pickets missing on south rear fence line; requires repair (1) Peeling paint on 2nd story window trim (1)	JZ & SS	Yes	75%	45,887	162.25	83.06	29.64	446.61	721.58
37 Haggard Park	910 17th St.	Elizabeth Bacon Moeller	P.O. Box 180771	Dallas	TX	75218	2008 REPAIR ITEMS - NOT TO REPAIR Investigate shingles on garage roof, possible repair may be needed (2008 - 2 - must be completed by 2/10) REPAIR ITEMS NOTED IN 2009 New pickets missing on south rear fence line; requires repair (1) Peeling paint on 2nd story window trim (1)	JZ & SS	Yes	0%	32,151	0.00	0.00	0.00	0.00	0.00
38 Haggard Park	812 18th St.	Charles Spence	106 Salisbury Circle	Murphy	TX	75094	2008 REPAIR ITEMS - NOT TO REPAIR Investigate shingles on garage roof, possible repair may be needed (2008 - 2 - must be completed by 2/10) REPAIR ITEMS NOTED IN 2009 New pickets missing on south rear fence line; requires repair (1) Peeling paint on 2nd story window trim (1)	JZ & SS	Yes	38%	71,329	1,283.33	657.25	234.42	3,532.62	5,707.62
39 Haggard Park	903 18th St.	Deford & Associates	903 18th St, Ste 125	Plano	TX	75074	2008 REPAIR ITEMS - NOT TO REPAIR Investigate shingles on garage roof, possible repair may be needed (2008 - 2 - must be completed by 2/10) REPAIR ITEMS NOTED IN 2009 New pickets missing on south rear fence line; requires repair (1) Peeling paint on 2nd story window trim (1)	JZ & SS	Yes	38%	71,329	1,283.33	657.25	234.42	3,532.62	5,707.62
40 Haggard Park	910 18th St.	Ronald Thompson	121 Rolling Ridge	Holly Lake Ranch	TX	75765	2008 REPAIR ITEMS - NOT TO REPAIR Investigate shingles on garage roof, possible repair may be needed (2008 - 2 - must be completed by 2/10) REPAIR ITEMS NOTED IN 2009 New pickets missing on south rear fence line; requires repair (1) Peeling paint on 2nd story window trim (1)	JZ & SS	Yes	38%	83,365	150.00	76.82	27.40	412.90	687.12
41 Haggard Park	920 18th St.	Ergonis Family Living Trust	3353 Remington Dr.	Plano	TX	75023	2008 REPAIR ITEMS - NOT TO REPAIR Investigate shingles on garage roof, possible repair may be needed (2008 - 2 - must be completed by 2/10) REPAIR ITEMS NOTED IN 2009 New pickets missing on south rear fence line; requires repair (1) Peeling paint on 2nd story window trim (1)	JZ & SS	Yes	75%	138,548	492.02	251.98	89.88	1,354.38	2,188.25

NOTE: Calculations are estimates based on currently published tax rates and certified values.

Properties Recommended for Approval of Tax Exemption

RESOURCE	LOCATION	OWNER	OWNER ADDRESS	CITY	ST	ZIP	2009 COMMENTS	Surveyed By	Y/N	PERCENT	IMP VALUE	CITY	COUNTY	CCCC	PISD	TOTAL EX
42	Haggard Park	1600 H Ave	Connie Harrington Coolik	Plano	TX	75074	2008 REPAIR ITEMS - NOT COMPLETED Crack in foundation, bricks and mortar on west elevation, requires investigation and possible repair (2008-2 - must be completed by 2010) REPAIR ITEMS NOTED IN 2009 Crack in the southwest corner of the structure, requires investigation and possible repair (1)	JZ & SS	Yes	75%	103,289	366 B1	187 B8	87.00	1,009.70	1,631.37
43	Haggard Park	1603 H Ave	Carol Armstrong	Plano	TX	75074	Paint flaking below dormer window on east facade, requires touch up (1)	JZ & SS	Yes	75%	88,888	315 B6	181 B7	57.66	888.92	1,403.81
44	Haggard Park	1607 H Ave	Becky Armstrong	Plano	TX	75074	Paint flaking on east dormer trim; paint touch up and possibly wood replacement required (1)	JZ & SS	Yes	75%	110,006	360 B6	200.07	71.36	1,075.38	1,737.48
45	Haggard Park	1611 H Ave	Chris and Pam Hatcher	Plano	TX	75074	Flaking or faded paint on two of the two out buildings, requires paint touch up (1) West-side driveway asphalted section has deteriorated, repair or repaving required (2)	JZ & SS	Yes	75%	87,079	309.24	156.37	56.49	851.24	1,375.34
46	Haggard Park	1701 H Ave	Humberto Quintanilla	Plano	TX	75074	Flaking paint on the 1st floor fascia board above garage on west facade; requires paint touch up (1)	JZ & SS	Yes	75%	100,449	356.72	182.69	65.16	981.94	1,586.51
47	Haggard Park	1715 H Ave	Young Dean Homestead Ltd	Allen	TX	75002	OK - Nothing to Repair	JZ & SS	Yes	36%	170,311	306.44	156.94	55.98	843.54	1,362.90
48	Haggard Park	1701 / Ave	Pamela Pates	Plano	TX	75074	2008 REPAIR ITEMS - NOT COMPLETED Roof shingles deteriorated, requires repair or replacement (2008-2 - must be completed by 2010) REPAIR ITEMS NOTED IN 2009 Flaking paint on fascia board at northeast corner, requires touch up (1) Flaking paint on skirting on north facade, requires touch up (1) Skirting bent on north facade, requires repair (1) Paint fading on east facade (wall, cornice board, and trim); requires repaint (1)	JZ & SS	Yes	75%	12,751	45.28	23.18	8.27	124.65	201.38
49	Downtown	1004 E. 15th St.	Metropolitan Mammoth Jack Ltd	Dallas	TX	75219	Some debris - cigarette butts (1) Paint flaking on trim on both the north and west facades, requires touch ups (1)	MC & LC	Yes	38%	384,312	655.51	335.71	119.74	1,804.41	2,915.37
50	Downtown	1005 - 1007 E 15th St	Mascom Properties LLC	Germano	TN	38125	Paint chipped on front stoop steps at suite 101, requires touch up (1) Paint flaking along bulkheads, requires touch ups (1) Wood bulkhead in the center of the front facade is pulling away from building and is in need of repair (1)	MC & LC	Yes	38%	664,404	1,195.46	612.25	218.37	3,290.74	5,316.82
51	Downtown	1011 E. 15th St.	Tutco Inc.	Plano	TX	75074	Paint chipped on front facade in various places (entry door, trim, etc.); requires touch up (1)	MC & LC	Yes	38%	270,796	487.24	248.54	89.00	1,341.23	2,167.02
52	Downtown	1012 E. 15th St.	Katherine S & Forrest W Moore	Dallas	TX	75225	Rear grounds contain dead leaves, some overgrown vegetation and some trash; requires cleaning (1) Recommend removal of rear sign no longer pertinent?	MC & LC	Yes	38%	143,327	257.88	132.08	47.11	709.89	1,146.96
53	Downtown	1013 E. 15th St.	Sharon K. Lloyd	Plano	TX	75074	REPAIR ITEMS NOTED IN 2009 Holes in metal siding on rear addition, requires repair (1) Overgrown vegetation and debris at the rear of structure, requires maintenance	MC & LC	Yes	38%	323,690	582.42	288.26	106.39	1,603.21	2,560.28
54	Downtown	1016 E. 15th St.	Judith Moore	Dallas	TX	75225	Paint chipping along front facade above awning; requires touch-up (1) Rear gutter not secured to building, requires repair (1)	MC & LC	Yes	38%	73,501	132.25	67.73	24.18	384.04	588.18
55	Downtown	1017 E. 15th St.	Michael & Mary Jo Montgomery	Garland	TX	75044	Dead vegetation at rear, requires maintenance (1) Paint chipping around front first floor windows, requires touch up (1)	MC & LC	Yes	38%	340,882	613.35	314.12	112.04	1,686.36	2,727.87
56	Downtown	1018 E. 15th St.	Judith Moore	Dallas	TX	75225	Canvas awning is dirty, needs to be cleaned (1)	MC & LC	Yes	38%	55,127	99.18	50.80	18.12	273.04	441.15
57	Downtown	1020 E. 15th St.	Bert Carpenter	Plano	TX	75074	REPAIR ITEMS NOTED IN 2009 Concrete chipped on left-side of storefront, requires repair (1)	MC & LC	Yes	38%	44,101	79.35	40.64	14.48	218.43	352.91
58	Downtown	1021 E. 15th St.	Alvin & Sandra Dahl	Plano	TX	75074	Shingles on left side of front awning in disrepair, requires repair (1)	MC & LC	Yes	38%	88,202	158.70	81.28	28.98	438.86	705.83
59	Downtown	1024 E. 15th St.	Judith Moore	Dallas	TX	75225	New debris on rear awning (north facade); requires removal (1)	MC & LC	Yes	38%	122,503	220.42	112.88	40.28	906.75	980.32
60	Downtown	1026 E. 15th St.	Geraldine Stubbs	Saint Marys	GA	31558	OK - Nothing to Repair Metal rail coming loose on the underside of front awning; requires repair (1)	MC & LC	Yes	38%	318,724	573.48	293.70	104.78	1,578.61	2,550.55
61	Downtown	1028 E. 15th St.	Robert Lynch	Plano	TX	75093	Cracked window pane on the left-most window on the 2nd floor, requires repair (1) Caulking around front door has deteriorated, requires repair (1)	MC & LC	Yes	38%	233,040	419.31	214.75	76.58	1,154.23	1,864.88
62	Downtown	1031-1033 E 15th St	The George White Family Limited Partnership (ATTN R W Calloway)	Dallas	TX	75219	Flaking paint on window trim of left-most 1st floor window (1) Flaking paint and loose boards on front exterior bench; requires repair and repaint (1)	MC & LC	Yes	38%	218,587	383.30	201.43	71.84	1,082.64	1,749.22
63	Downtown	1035 E. 15th St.	Richard Sutton	Allen	TX	75002	Dent on underside of canopy, requires repair (1) Paint flaking from brick on left-most edge of storefront; requires touch up (1)	MC & LC	Yes	38%	98,002	176.33	90.31	32.21	465.40	784.25

NOTE: Calculations are estimates based on currently published tax rates and certified values.

CITY OF PLANO HISTORIC TAX EXEMPTION - 2009

Properties Recommended for  
Approval of Tax Exemption

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RESOURCE	LOCATION	OWNER	OWNER ADDRESS	CITY	ST	ZIP	2008 COMMENTS	Surveyed by	Y/N	PERCENT	IMP VALUE	CITY	COUNTY	CCCC	FISD	TOTAL EX
64	Downtown 1037 E. 15th St.	Cathy & Jong Fercher	628 Water Oak Dr.	Plano	TX	75023	Flaking paint on door trim at the bottom; requires touch up (1) Flaking paint on bulkhead along storefront; requires touch up (1) Broken brick on the left-side of storefront; requires repair (1) Broken brick on the right-side of storefront above awning; requires repair (1)	MC & LC	Yes	38%	119,307	214,677	109.94	39.21	590.92	954.74
65	Downtown 1410 J Avenue	Biodhead Family Ltd	7600 Afton Villa Ct	Plano	TX	75023	2008 REPAIR ITEMS - NOT COMPLETED Crack in northeast corner of building; requires investigation and possible repair (2008-2-must be completed by 2010) REPAIR ITEMS NOTED IN 2009 Several loose bricks on the right-most side of storefront; requires repair (1) Cracking paint on the front window and door trim of the right section of the structure; requires touch up (1)	MC & LC	Yes	38%	170,519	306,811	157.13	56.05	844.57	1,364.56
66	Downtown 1422-1428 K Ave	Las Bress Properties	1002 Menon Drive	Garland	TX	75042	Paint cracking around front doorway and front windows; requires touch up (1) Rotted wood on the right-side of the right-most front window sill; requires repair (1) Left-most front window sill in disrepair; requires repair (1) Cracking paint on front sign; requires repair (1) Paint flaking on window trim of all rear windows; requires touch up (1)	MC & LC	Yes	38%	936,741	1,685,488	863.21	307.88	4,638.60	7,496.17
											\$11,910,858.00	\$31,935,715	\$16,355,898	\$5,833.62	\$87,909.31	\$142,034.35

NOTE: Calculations are estimates based on currently published tax rates and certified values.

CITY OF PLANO HISTORIC TAX EXEMPTION - 2009

Properties Recommended for Denial

RESOURCE	LOCATION	OWNER	OWNER ADDRESS	CITY	ST	ZIP	2009 COMMENTS NOTE: Items rated "1" must be completed by 2/1/10; Items rated "2" must be completed by 2/1/11.	Surveyed by	Y/N	PERCENT	IMP VALUE	CITY	COUNTY	COCC	PISD	TOTAL EX
1	Wall-Robbins House	Wall-Robbins House LLC	4121 Holly Drive	McKinney	TX	75070	2007 & 2008 REPAIR ITEMS - NOT COMPLETED Caulk peeling from siding in places (2007 & 2008 - 1) Hole in porch roof in front of balcony remains - possibly used for drainage (2007 & 2008 - 1) Front windows - sag lead to further damage (front right, 1st floor) (2007 & 2008 - 2 - must be completed by 2010) Porch floor - peeling paint (2007 & 2008 - 1) Pedestal for porch column rotting; far left (2007 & 2008 - 1) REPAIR ITEMS NOTED IN 2009 Paint flaking over entire exterior of structure (siding, window trim, door trim, porch columns and rail); requires repaint (2) Siding warped and damaged in places; requires repairs (1)	MC & LC	No	50%	87,986	208 31	108 08	38 05	573.40	926.45
2	Wall Schimelfeng House	Jack and Candy Boggs	900 17th Street	Plano	TX	75074	2008 REPAIR ITEMS - NOT COMPLETED Gap between chimney and east facade; requires investigation and possible repair (2008-2 - must be completed by 2010) Paint flaking and cracking on house and garage; requires paint (2008-1) REPAIR ITEMS NOTED IN 2009 Flaking paint on the porch railing and on the 2nd floor of the north facade of the house above the porch; requires touch up (1) Garage gutter on the west facade (facing H Avenue) above the doors is badly bent; requires repair (1)	JZ & SS	No	100%	167,645	793 80	408 54	145 00	2,185.08	3,530.42
3	Haggard Park	Clinton M. Haggard	7532 Independence Parkway	Frisco	TX	75035	2008 REPAIR ITEMS - NOT COMPLETED Flashing and clapboard repair required at shed roof on north facade (2008-1) Fascia board at NW corner requires touch up paint (2008-1) Shingles on rear addition; west side requires investigation; possible repair-replacement (2008-2 - must be completed by 2010) Frame of storm window on west facade requires repair; bottom rail is broken (2008-1)	JZ & SS	No	75%	48,104	170 83	87 48	31 20	470.24	759.76
4	Haggard Park	Barbara Coulter	908 17th St	Plano	TX	75074	2008 REPAIR ITEMS - NOT COMPLETED Cracking in foundation on east side; requires investigation and possible repair (2008-2-must be completed by 2010) Paint flaking and wood rotting on porch columns; requires repair/ replacement and paint (2008-1) REPAIR ITEMS NOTED IN 2009 Broken siding pieces on east facade near foundation; requires repair (1)	JZ & SS	No	75%	57,938	205 75	105 37	37 58	566.37	916.08
5	Haggard Park	Robert Streiff	913 18th Street	Plano	TX	75074	2008 REPAIR ITEMS - NOT COMPLETED Paint on the east facade fading and discolored; requires painting (2008-1) Clapboard on east side, flared porch skirt, in disrepair; requires repair (2008-1) Flaking paint on window cornices on south and east. May be wood rot as well; requires repair/replacement and paint (2008-1) REPAIR ITEMS NOTED IN 2009 Wood siding in the corners of the front facade requires repair (1) Two dead bushes in the brick planter require replacement or removal (1) Peeling paint on the wood monument sign; requires repainting (1) Wood frame of the monument sign is in disrepair; requires repair (1)	JZ & SS	No	38%	134,758	242 47	124 18	44 28	687.45	1,078.38
6	Haggard Park	JRR Colonial Village Ltd.	3909 Wood Lake Dr.	Plano	TX	75083	2008 REPAIR ITEMS - NOT COMPLETED Clapboard and flashing on 3rd chimney from the east in disrepair; requires repair (2008-1) Globe on light fixture missing; requires replacement (2008-1) Vinyl cracking on north side windows; requires repair or replacement (2008-1) REPAIR ITEMS NOTED IN 2009 Several window screens are bent; requires repairs (1)	JZ & SS	No	75%	191,368	678 88	348 03	124 13	1,870.62	3,022.35
7	Downtown	East State Partners Ltd.	P.O. Box 712	Allen	TX	75013	2008 REPAIR ITEMS - NOT COMPLETED Flaking paint on window and door trim on north facade; requires touch up (1) Downspout on north facade in disrepair; requires repair (1) REPAIR ITEMS NOTED IN 2009 Paint flaking on rear door; requires touch up (1)	MC & LC	No	38%	245,433	441 61	228 17	80 67	1,215.61	1,964.05
											\$933,222.00	\$2,742.33	\$1,404.46	\$500.93	\$7,548.78	\$12,196.50

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